



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT 722 Moody, County Courthouse, Galveston, TX 77550 (409) 766-2244

Mark Henry
County Judge

Ryan Dennard
Commissioner, Precinct 1

Kevin O'Brien
Commissioner, Precinct 2

Stephen Holmes
Commissioner, Precinct 3

Ken Clark
Commissioner, Precinct 4

AGENDA

November 26, 2013 – 1:30 PM

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

REGULARLY SCHEDULED MEETING

Call to Order

Invocation and Pledge of Allegiance

Consent Agenda

- *1. Submitted by Auditor's Office:
 - a. Approval of Accounts Payable Checks dated 11/19 and 11/26/13
 - b. Order for Payroll period ending 11/20/13 Bi-Weekly #24
 - c. Order for Supplemental payroll period ending 11/20/13 Bi-Weekly #24
 - d. Internal Audit Report of Constable, Precinct 8 for period of 10/25-28/2013
 - e. Audit FY2013 Chapter 59 Asset Forfeiture Report for period of 10/1/12 - 9/30/13
 - f. District Clerk's request for increase in change fund for the offices located at the League City Annex
 - g. Consideration of acceptance of donation of \$100.00 from City of League City submitted by Parks & Senior Services, and the County Auditor's certification
 - h. Consideration of acceptance of donation of \$1,345.68 from the inaugural garage

sale benefitting seniors submitted by Parks & Senior Services, and the County Auditor's certification

- i. Consideration of acceptance of donation of \$2,265.00 from the seniors health fair submitted by Parks and Senior Services, and the County Auditor's certification.
 - j. Certification of Revenues Pursuant to Local Code Section 111.0706: Refund check for the TWIA proceeds received by Galveston County after the closing of several properties. Funds returned to FEMA and credited to the Galveston County account
- *2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #23, October 24 - November 6, 2013* submitted by Human Resources.
 - *3. Receive and file *Notice pursuant to H.B. 3059, Section 366.005 of Texas-New Mexico Power Company providing utility service to Galveston County* submitted by the County Judge.
 - *4. Consideration for *approval for zero cost change order with DataBank IMX for the inclusion of 10 named WorkView licenses*, submitted by County Judge.
 - *5. Consideration of *acceptance of donation to the Sheriff's Office from Shell Pipeline Company, LP*, submitted by the Sheriff.
 - *6. Receive and file *FY 2012-2013 Fourth Quarter Investment Report* submitted by the County Treasurer.
 - *7. Consideration of a *Resolution honoring the retirement of Jane Cherry from the County Judge's Office* submitted by County Legal.
 - *8. Consideration of a *Resolution honoring the retirement of Detective Claude W. "Bill" Collins from the Galveston County Sheriff's Office* submitted by County Legal.
 - *9. Receive and file *Settlement letter of small claim from Claimant Chris Longoria* submitted by Legal.
 - *10. Consideration of *execution of an interlocal agreement with the City of League City - Congregate Meal Grant Program for fiscal year 2014*, submitted by the Parks & Senior Services Department.
 - *11. Consideration of *approval of Research Development and Consulting Services Subscription by Info Tech Research Group* submitted by Information Technology.
 - *12. Consideration of *approval of a renewal contract with Sungard Public Sector for annual OSSI software maintenance* submitted by Information Technology.

- *13. Consideration of *approval of hosting maintenance agreement between Citation Solutions Inc & Galveston County Parks Department by Citation Solutions* submitted by Information Technology.
- *14. Consideration of *approval of Extended Support for Dell Power Edge M600 service tag: 84VTPH1 by SHI Govt Solutions* submitted by Information Technology.
- *15. Consideration of *approval of KoaHills change order for One Solution upgrade* submitted by Information Technology.
- *16. Consideration to *authorize an extension on the following RFP* submitted by the Purchasing Agent:
 - a. RFP #B082020 Inmate Telephone Services
- *17. Consideration of *the following Budget Amendment* submitted by Professional Services Director:
 - a. 13-095-1126-A
Justice Administration - Law Library
Request an intradepartmental transfer to cover overage on P-Card expenditures for the fiscal year 2013.
- *18. Consideration of *acceptance of the Texas Department of Public Safety Urban Areas Securities Initiative Grant for FY2013* as submitted by the Grants Manager.
- *19. Consideration of *granting authority to County Judge to sign Trustee's Deed on the following tax foreclosed property* submitted by the County Judge:
 - a. **CAD#: 5182-0128-0001-002**
- *20. *Request for Waiver or Refund of Penalty and Interest due to Clerical Error by the P & I Committee* submitted by the Tax Assessor/ Collector:
 - a. **Brenda Carlton**
6240-0157-0012-000
2011 \$115.18
2012 \$85.60

6240-0157-0012-000
2011 \$49.13
2012 \$36.50
 - b. **Lana Kress**
4954-0001-0039-000

2010 \$434.83

c. **Sarah Poteet**
6375-0000-0659-000
2012 \$206.70

d. **Edward & Lynn Shahady**
3390-0002-0050-000
2012 \$8.32

e. **Ganjjan Singh**
0071-0024-0000-000
2012 \$634.42

Action Agenda

21. **Community Services**

- a. Consideration of executing the following contracts submitted by the Community Services Director:
 - 1. Contract between Galveston County and Peninsula Emergency Medical Services, Inc for Emergency Medical Services
 - 2. Contract between Galveston County, Galveston County Children's Services Board, and Advocacy Center for intervening in case of suspected child abuse/neglect and to coordinate the various governmental entities
 - 3. Contract between Galveston County, Galveston County Children's Services Board, and Resolve It, Inc. to help fund an intervention and support program for at-risk youth
- b. Discussion of status of CDBG Round 1 and Round 2.2 Non-housing Infrastructure Projects submitted by the CDBG Project Coordinator.

22. **County Auditor**

- a. Submission of County Auditor's Certification of Refund Check for TWIA proceeds and request approval of acceptance of the refund.

23. **District Clerk**

- a. Consideration of approval of Consulting and Technical Support Services Agreement with E-nnovations Technologies and Marketing, LLC, to develop custom software and imaging services for the District Clerk, providing an optical character recognition (OCR) search engine tool and public web interface for

immigration and naturalization records maintained by the District Clerk submitted by the District Clerk.

24. **Housing Department**

- a. Consideration of executing the Tri-Party agreements between Galveston County, the contractors, and homeowners participating in the Severe Repetitive Loss (SRL) Program for the following addresses submitted by the Grants Manager:

1. 36 Lazy Lane
Kemah, TX
2. 300 Courtlandt Place
Friendswood, TX

25. **Parks & Senior Services**

- a. Consideration of authorizing the County Judge to execute a revised contract with Halff Associates, Inc. for Topographical Survey of 64 acre tract of Land called Edgewater Park, Section 2, in Bacliff, TX.

26. **Professional Services**

- a. Consideration of the following Budget Amendments:
1. 14-022-1126-A
Community Services
Request an intradepartmental transfer to fund agreement with Friends For Life Guardianship Services for fiscal year 2014.
 2. 14-023-1126-B
Director of Professional Services
Request to fund cell phone allowances - Guardianship Program through February 2014.
 3. 14-024-1126-C
Fleet Management
Request to fund replacement of two vehicles which were involved in accidents.
 4. 14-025-1126-D
Parks and Senior Citizens
Request for revenue and expenditure line item budgets for Senior Citizens donations.

27. **Purchasing**

- a. Consideration of price increase on the following RFP:

1. RFP #B122001 Transportation of Dead Human Bodies

Adjourn

WORKSHOP AGENDA

1. Discussion regarding criminal case tracking in Odyssey case management system.
2. Discussion of medical space lease at F.M. 646 and Gulf Freeway, League City.

Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

AGENDA ITEM #1.d.



THE COUNTY OF GALVESTON
COUNTY AUDITOR'S OFFICE
P.O. Box 1418
GALVESTON, TEXAS 77553

County Auditor
Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA

Ron Chapa CPA
First Assistant, Director of Auditing

Jeff Modzelewski CPA
First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

November 26, 2013

Honorable Judge Mark A. Henry and
Members of the Commissioners' Court

Honorable Judge and Members of the Court:

Attached for your consideration is the internal audit report of Constable, Precinct 8. The audit was conducted in the period of October 25, 2013 through October 28, 2013.

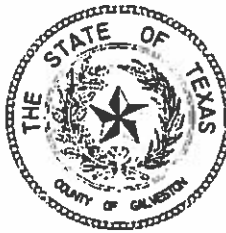
Sincerely,

A handwritten signature in black ink, appearing to read "Rice CPA", is written over a horizontal line.

Randall Rice CPA
County Auditor

cc: Honorable Jerry Fisher

Attachment: Constable, Precinct 8 Audit Report



THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE

P.O. Box 1418

GALVESTON, TEXAS 77553

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Latoya Jordan
First Assistant, I.T. Systems

November 14, 2013

To: Honorable Jerry Fisher
Constable, Precinct 8

From: Travis Leopolos
Internal Auditor I

Re: Constable, Precinct 8 Cash Count and Inventory

Cash Count

A cash count of Constable, Precinct 8 was conducted on October 25, 2013. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count, and if the collections were properly handled and in a timely manner.

This would include examining deposit warrants and the receipt book issued to the Constable's office.

- All collections were accounted for at the time of the surprise cash count.
- All receipts were up to date and accounted for.

Inventory

An asset inventory of Constable, Precinct 8 was conducted on October 25, 2013 and October 28, 2013. The objectives of the inventory were to provide reasonable assurance that Galveston County assets assigned to the office of Constable, Precinct 8 had been accounted for at the time of the inventory.

- All assets were accounted for at the time of inventory.

We wish to thank Constable Fisher and his staff for their cooperation and assistance.

cc: Randall Rice CPA, County Auditor
Ron Chapa CPA, First Assistant, Director of Auditing

AGENDA ITEM #1.e.



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First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

November 26, 2013

Honorable Judge Mark Henry and
Members of the Commissioners' Court

Honorable Judge and Members of the Court:

Attached to be received and filed is the Audited FY 2013 Chapter 59 Asset Forfeiture Report due to the State no later than 60 days after the State fiscal year. The audit was completed by the Auditor's Office for the Galveston County Sheriff's Office. The report covers the period of October 1, 2012 to September 30, 2013. As required by statute, the report has been forwarded to the Office of the Attorney General.

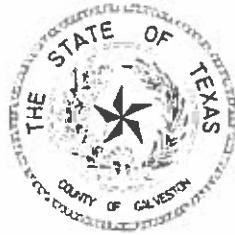
Sincerely,

A handwritten signature in blue ink that reads "Rice CPA".

Randall Rice, CPA
County Auditor

cc: Galveston County Sheriff Henry Trocheset

Attachments: Audit Report
FY 2013 Chapter 59 Asset Forfeiture Report



THE COUNTY OF GALVESTON
COUNTY AUDITOR'S OFFICE
P.O. Box 1418
GALVESTON, TEXAS 77553

County Auditor
Randall Rice CPA
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Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

LaToya Jordan
First Assistant, I.T. System

November 12, 2013

To: Sheriff Henry Trocheset
Galveston County Sheriff

From: Racheal Martin 
Internal Audit Division

Re: Sheriff's Office FY2013 CCP Chapter 59 Asset Forfeiture Account Audit

The Internal Audit Division of the Auditor's Office performed the annual audit of the Sheriff's Office Chapter 59, Asset Forfeiture/Seizure Account as required by statute. The audit covered the period October 1, 2012 through September 30, 2013 and was performed from October 1 to November 6, 2013.

The primary objectives of the annual audit are to provide reasonable assurance concerning the reliability and integrity of the information and compliance with applicable laws and policies.

To accomplish these objectives, Internal Audit reviewed the seizures, forfeitures, and expenditures made out of the forfeitures account during this reporting period.

Forfeitures

The Sheriff's Office is in compliance with CCP §59. All forfeitures awarded by the Courts were deposited into the forfeiture account.

Expenditures

The Sheriff's Office is in compliance with CCP §59. All expenditures have been properly recorded in the appropriate expense account.

We appreciate the assistance and cooperation provided by you and your staff during the audit.

cc: Randall Rice CPA, County Auditor
Ron Chapa CPA, First Assistant, Director of Auditing

Attachment: FY 2013 Chapter 59 Asset Forfeiture Report

**FY 2013
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY**

Agency Name	<u>Galveston County Sheriff's Office</u>	Reporting Period (local fiscal year)	<u>10/01/2012 - 09/30/2013</u>
Agency Mailing Address	<u>601 54th Street</u> <u>Galveston, Texas 77551</u>	example	<u>01/01/13 to 12/31 13,</u> <u>09/01/12 to 08/31 13 etc</u>
Phone Number	<u>(409) 766-2301</u>		
County	<u>Galveston</u>		
Email Address	<u></u>	This should be a permanent agency email address	

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS	
A) Beginning Balance:	\$ 201,373
B) Seizures During Reporting Period	
1) Amount seized and retained in your agency's custody	\$ 133,835
2) Amount seized and transferred to the District Attorney pending forfeiture.	\$
C) Interest Earned on Seized Funds During Reporting Period	\$ 1,733
D) Amount Returned to Defendants/Respondents	\$ 14,224
E) Amount Transferred to Forfeiture Account	\$ 45,264
F) Other Reconciliation Items	\$ - 25,784 See Attachment 1
G) Ending Balance Instructions: Add lines A, B(1), C and F, subtract lines D and E, put total in line G.	\$ 251,669
II. FORFEITED FUNDS	
A) Beginning Balance:	\$ 68,335
B) Amount Forfeited to and Received by Reporting Agency (including interest) During Reporting Period	\$ 45,433
C) Interest Earned on Forfeited Funds During Reporting Period	\$ 3,596
D) Proceeds Received by Your Agency From Sale of Forfeited Property	\$
E) Amount Returned to Crime Victims	\$
F) Other Reconciliation Items	\$
G) Total Expenditures of Forfeited Funds During Reporting Period	\$ 36,512
H) Ending Balance Instructions: Add lines A, B, C, D & F, subtract lines E & G, place total in line H	\$ 80,852

B) OVERTIME		
1	For Employees Budgeted by Governing Body	\$
2	For Employees Budgeted Solely out of Forfeiture Funds	\$
3	Number of Employees Paid Using Forfeiture Funds	#
4.	TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:	\$
C) EQUIPMENT		
1	Vehicles	\$ 15,246
2	Computers	\$
3	Firearms, Vests, Personal Equipment	\$ 667
4	Furniture	\$ 2,061
5	Software	\$ 1,200
6	Maintenance Costs	\$
7	Uniforms	\$ 1,002
8	K9 Related Costs	\$
9	Other (Provide Detail on Additional Sheet)	\$
10.	TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:	\$ 20,176
D) SUPPLIES		
1.	Office Supplies	\$
2.	Cellular Air Time	\$
3.	Internet	\$
4	Other (Provide Detail on Additional Sheet)	\$ 3,757 See Attachment 5
5.	TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:	\$ 3,757
E) TRAVEL		
1	Total In State Travel	\$
	a) Transportation	\$
	b) Meals & Lodging	\$
	c) Mileage	\$
	d) Incidental Expenses	\$
2	Total Out of State Travel	\$
	a) Transportation	\$
	b) Meals & Lodging	\$
	c) Mileage	\$
	d) Incidental Expenses	\$
3.	TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:	\$

K) PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION:		
1	Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (c)	\$
2	Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(1)	\$
3	Total paid to General Fund pursuant to 59.06 (C-3) (c) (Texas Department of Public Safety only)	\$
4	Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06 (p)	\$
5	TOTAL PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS:	\$
L)	TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:	\$
M)	TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES (provide detailed descriptions on additional sheet(s) and attach to this report):	\$
N)	TOTAL EXPENDITURES:	\$ 36,512

NOTE: BOTH CERTIFICATIONS MUST BE COMPLETED

AUDITOR / TREASURER / ACCOUNTING PROFESSIONAL CERTIFICATION

I swear or affirm that the Commissioners Court, City Council or Agency Head (if no governing body) has requested that I conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the information contained in this report is true and correct.

AUDITOR, TREASURER or
ACCOUNTING PROFESSIONAL
(Printed Name):

Randall Rice CPA

TITLE:

Galveston County Auditor

SIGNATURE:

Randall Rice CPA

DATE:

11/12/13

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

FY 2013 CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY
GALVESTON COUNTY SHERIFF'S OFFICE
SEIZED FUNDS
DETAILED DESCRIPTION OF OTHER RECONCILIATION ITEMS

35% FORFEITED TO DISTRICT ATTORNEY 12CV0146	\$512.05
35% FORFEITED TO DISTRICT ATTORNEY 11CV1971	\$2,078.46
35% FORFEITED TO DISTRICT ATTORNEY 12CV3105	\$2,018.45
35% FORFEITED TO DISTRICT ATTORNEY 12CV3138	\$2,223.20
35% FORFEITED TO DISTRICT ATTORNEY 12CV2862	\$661.50
35% FORFEITED TO DISTRICT ATTORNEY 12CV0149	\$812.00
35% FORFEITED TO DISTRICT ATTORNEY 12CV3039	\$16,067.10
COURT COSTS FORWARDED TO DISTRICT CLERK FOR 11CV1971	\$474.00
COURT COSTS FORWARDED TO DISTRICT CLERK FOR 12CV3138	\$333.00
COURT COSTS FORWARDED TO DISTRICT CLERK FOR 12CV3105	\$333.00
COURT COSTS FORWARDED TO DISTRICT CLERK FOR 12CV3039	\$271.00
TOTAL =	\$25,783.76

**FY 2013 CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY
GALVESTON COUNTY SHERIFF'S OFFICE
SEIZED ITEMS
DETAILED DESCRIPTION OF OTHER PROPERTY**

"Sentry" money box, gray in color, serial number BN-113795

(6) video game motherboards from game room office

(42) video game motherboards from video game machines

Dry eraser board with easel

42" flat panel television, Panasonic, model TC-P42X1, serial number LA91380254, black in color

37" flat panel television, Vizio, model VX37L HDTVTV10, serial number LSLABCH3860517, black in color

19" flat panel television with built in DVD player, Emerson, model LD190EM2, serial number DS2A1137190605

19" flat panel television, Vizio, model E19VA, serial number LTTXMSA N0701236, black in color

18V Cordless drill, Hitachi, model DS18DMR, serial number J361591, green and black in color

Ice maker with accessories, Scotsman, model NU130, stainless steel

40" flat panel television, Samsung, serial number Z30F3CTB7709381P, black in color.

46" flat panel television, Samsung, serial number Z4E63CBB911186H, black in color.

Assorted Paperwork from Residence

63 (sixty-three) motherboards (computer circuit boards) from eight-liner game machines.

One Sharp 32" flat screen television from upstairs front bedroom SN 085862159.

One Coby 39" flat screen television located on game room wall;

1 32 inch black Emerson TV (Model#: LC320EM1; Serial #: DS6A102512184)

1 gray Lorex surveillance camera (Model # MC61843; Serial # CC02100606008)

**FY 2013 CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY
GALVESTON COUNTY SHERIFF'S OFFICE
FORFEITED ITEMS TO AGENCY
DETAILED DESCRIPTION OF OTHER PROPERTY**

"Sentry" money box, gray in color, serial number BN-113795

(6) video game motherboards from game room office

(42) video game motherboards from video game machines

Dry eraser board with easel

42" flat panel television, Panasonic, model TC-P42X1, serial number LA91380254, black in color

37" flat panel television, Vizio, model VX37L HDTVTV10, serial number LSLABCH3860517, black in color

19" flat panel television with built in DVD player, Emerson, model LD190EM2, serial number DS2A1137190605

19" flat panel television, Vizio, model E19VA, serial number LTTXMSA N0701236, black in color

18V Cordless drill, Hitachi, model DS18DMR, serial number J361591, green and black in color

Ice maker with accessories, Scotsman, model NU130, stainless steel

40" flat panel television, Samsung, serial number Z30F3CTB7709381P, black in color.

46" flat panel television, Samsung, serial number Z4E63CBB911186H, black in color.

1 32 inch black Emerson TV (Model#: LC320EM1; Serial #: DS6A102512184)

1 gray Lorex surveillance camera (Model # MC61843; Serial # CC02100606008)

Assorted Paperwork from Residence

**FY 2013 CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY
GALVESTON COUNTY SHERIFF'S OFFICE
ITEMS PUT INTO USE BY AGENCY
DETAILED DESCRIPTION OF OTHER PROPERTY**

"Sentry" money box, gray in color, serial number BN-113795

Dry eraser board with easel

42" flat panel television, Panasonic, model TC-P42X1, serial number LA91380254, black in color

37" flat panel television, Vizio, model VX37L HDTVTV10, serial number LSLABCH3860517, black in color

19" flat panel television with built in DVD player, Emerson, model LD190EM2, serial number DS2A1137190605

19" flat panel television, Vizio, model E19VA, serial number LTTXMSA N0701236, black in color

18V Cordless drill, Hitachi, model DS18DMR, serial number J361591, green and black in color

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40" flat panel television, Samsung, serial number Z30F3CTB7709381P, black in color.

46" flat panel television, Samsung, serial number Z4E63CBB911186H, black in color.

**FY 2013 CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY
GALVESTON COUNTY SHERIFF'S OFFICE
D) SUPPLIES 4. OTHER
DETAILED DESCRIPTION OF OTHER EXPENDITURES**

\$537.00 - Mats for physical training
\$31.81 - Shipping for physical training mats
\$2,193.90 - Camera's
\$993.90 - Camera's

**FY 2013 CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY
GALVESTON COUNTY SHERIFF'S OFFICE
G) INVESTIGATIVE COSTS 4. OTHER
DETAILED DESCRIPTION OF OTHER EXPENDITURES**

\$804.95 - Surveillance Equipment Investigative Costs

AGENDA ITEM #1.f.



JOHN D. KINARD

DISTRICT CLERK GALVESTON COUNTY

TO: Randall Rice, CPA
County Auditor

DATE: October 31, 2013

RE: Increase in Change Fund

We request an additional three hundred dollars (\$300.00) for a reserve change fund for the League City annex. We are submitting this request to your office pursuant to Local Government Code § 130.902.

We have been budgeted for two positions at the League City annex up from one. Prior to now, our clerk was able to obtain change from the tax office at the annex. The tax office has said that they will no longer provide change for our cashiers. The reserve requested is the central change fund that the cashiers can make change from their cash drawers.

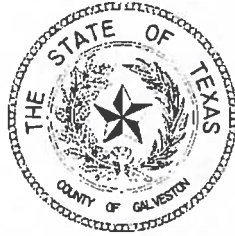
The cashiers will be instructed that they will never cash checks from the change funds.

Sincerely,

A handwritten signature in black ink, appearing to read "John D. Kinard".

John D. Kinard

AGENDA ITEM #1.g.



THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE

P.O. Box 1418

GALVESTON, TEXAS 77553

County Auditor

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Latoya Jordan
First Assistant, I.T. Systems

November 26, 2013

To the Honorable Commissioners Court:

Mark Henry, County Judge
Ryan Dennard, Commissioner Precinct 1
Kevin O'Brien, Commissioner Precinct 2
Stephen D. Holmes, Commissioner Precinct 3
Ken Clark, Commissioner Precinct 4

In accordance with Local Government Code § 111.07075:

"The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes."

I, Randall Rice CPA, County Auditor of Galveston County, certify to the Galveston County Commissioners Court the receipt of cash by the Parks and Senior Services Department as follows:

- Donation of \$ 100.00 from League City submitted by Parks and Senior Services
- Donation of \$1,345.68 from the inaugural garage sale benefitting seniors
- Donation of \$2,265.00 from the seniors health fair

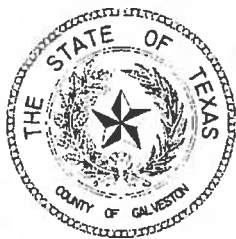
The funds will be recorded in Fund 2121 with the requested use to be seniors grant program funds. Unspent funds at year end will be segregated in the fund balance as restricted. A "Restricted" classification indicates the amounts are subject to usage constraints.

CERTIFIED BY:

A handwritten signature in blue ink, appearing to read "Randall Rice CPA".

Randall Rice CPA
County Auditor

AGENDA ITEM #1.j.



THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE

P.O. Box 1418

GALVESTON, TEXAS 77553

County Auditor
Randall Rice CPA

CITP CISA CIO CBM DABFA CGMA

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

November 20, 2013

Honorable County Judge and Commissioners
Galveston County
Galveston, TX 77550

Re: Certification of Revenues Pursuant to Local Government Code Section 111.0706:

Refund check for the TWIA proceeds received by Galveston County after the closing of several properties. Funds returned to FEMA and credited to the Galveston County account

Galveston County has received a refund of \$1,964,316.13 (award of \$70,716,260.00 less spent to date of \$68,751,943.87) related to TWIA proceeds. The known expenditures at this time already incurred by Galveston County and to be paid by the grant are as follows:

• Administrative Expenses	\$ 216,109.65
• Demolition Costs	733,112.60
• Appraisals/Surveys	12,150.00
• Estimated Closeout Expenses	<u>350,000.00</u>
Total Expenses to Date	<u>\$1,311,372.25</u>

Additional expenses may be identified during the annual financial audit, as well as establishing final accrued expenses not included above, which will increase the total paid from the refund. It does not appear, at this time, there will be additional expenses above the amount of the refund. Any remaining balance of the refunded monies will be returned to the state.

I hereby certify the foregoing statements are true and correct.

A handwritten signature in blue ink, appearing to read "Randall Rice CPA".

Randall Rice CPA
Galveston County Auditor

Rice, Randall

From: Stringer, Troy
Sent: Wednesday, November 13, 2013 3:45 PM
To: Rice, Randall
Subject: RE: grants for the TWIA proceeds

Admin Expenses	216,109.65
Demolition Cost	733,112.60
Appraisals/Surveys	12,150.00
Est. Closeout Exp	350,000.00
Est. Refund to State	652,943.88

Total	1,964,316.13
-------	--------------

From: Rice, Randall
Sent: Wednesday, November 13, 2013 2:12 PM
To: Stringer, Troy
Subject: grants for the TWIA proceeds

After yesterdays court, can you give me a listing of the expenses needed to be paid from the \$1.9M funding, including any estimates for accruals, so that I can put them in my certification letter.

Thanks, RR



Randall Rice CPA CITP CISA CIO CBM DABFA CGMA
County Auditor
722 Moody Avenue 4th Floor
Galveston County 77550
409-770-5301
randall.rice@co.galveston.tx.us

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
ADA BROWN
ALLAN B. POLUNSKY
RANDY WATSON

August 22, 2012 ³

Ms. Cindy Alcala
Grants Manager
Galveston County
722 Moody, 3rd Floor
Galveston, TX 77550

RE: Refund and Balance HMGP-DR-1791-059

Dear Ms. Alcala:

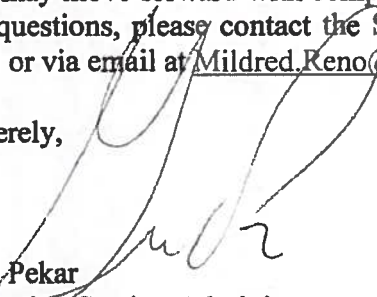
This letter is to let you know that we have received the refund check for the TWIA proceeds received by Galveston County after the closing of several properties. The funds were returned to FEMA and have been credited to the Galveston County account.

Here is the status of your account for this project:

Awarded: \$70,716,260.00
Spent to date: \$68,751,943.87
Balance to date: \$1,964,316.13

You may move forward with completing this project and getting it ready for close-out. If you have any questions, please contact the State Project Officer for this project Mildred Reno at 512-424-2428 or via email at Mildred.Reno@dps.texas.gov.

Sincerely,


Greg Pekar
Mitigation Section Administrator

CC: Mel Trammell, Director of Finance
Brad Simpson, Project Manager
Jeff Ward, Buyout Consultant
TDEM Auditor

GALVESTON COUNTY, TEXAS
BUDGET JOURNAL ENTRIES

BUDGET JOURNAL ENTRY #

BUDGET BATCH ID

LONG FORM		account number					To (+)	
		O R G KEY						
		FUND	COST	OBJECT	DEBIT	CREDIT	Fm (-)	Misc
DESCRIPTION		NUMBER	CENTER	NUMBER				
Reimbursement from State Emergency Mgmt.		2893	289010	4312200	1,013,793.71		+	
Reimbursement from State Emergency Mgmt.		2893	289000	4312200	950,522.42		+	
Contract Services		2893	289010	5481000		1,013,793.71	+	
Contract Services		2893	289000	5481000		950,522.42	+	
Budget Increase for HMGP Buy-Out Program for final closeout.								
					1,964,316.13	1,964,316.13		
Posted by TRS			Date Posted		9/30/2013	ACCTG DATE		9/30/2013
Budget Revision Approval_____								
Date Approved_____			D. Yearnd					

AGENDA ITEM #2.

Summary of Bi-Weekly Personnel Movements

Pay Period # 23: October 24- November 6, 2013

City of Grand Rapids - November 01, 2019																			
Department	Positions Budgeted	Current Appointments					Current Movements					Current Separations					Total		
		FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol		Retire	Death
General Government	1.00						0							0					0
Facilities	18.0						0							0	1				1
Fleet Management	12.0						0							0					0
Professional Services	8.0						0							0					0
Road District #1	4.0						0							0					0
County Judge	4.0						0							0					0
County Commissioners	8.0						0							0					0
Tax Office	50.0						0							0	2				2
County Auditor	31.0						0							0					0
County Clerk	43.0						0			1				1					0
County Clerk Records Mgmt	2.0						0							0					0
County Clerk Records Archives	6.0						0							0					0
County Clerk Elections	5.0						0							0					0
Purchasing Agent	7.0	1					1							0		1			1
County Treasurer	7.0						0							0					0
Veterans Service	3.0						0							0					0
Human Resources	5.0						0							0					0
County Legal	6.0						0							0					0
Justice Administration	10.0						0							0					0
District Courts	19.0						0							0					0
County Courts	9.0						0							0					0
County Probate Court	6.0						0							0					0
Justice Courts	35.0	1					1							0					0
District Clerk	51.0	1					1							0					0
District Attorney	73.0	1					1							0					0
Pre-Trial Release	7.0						0							0					0
Sheriff	492.0	1					1	3						3	3	1	2		6
Constables	42.0						0							0					0
Child Welfare	1.0						0							0					0
Emergency Management	4.0						0							0					0
Courthouse Security	3.0						0							0					0
Extension Services	9.0						0							0					0
County Engineer	6.0						0							0					0
Building Inspector	2.0						0							0					0
Community Services	4.0						0							0					0
Information Technology	43.0						0							0					0
County Parks and Senior Services	64.0				2		2							0					0
Museum	2.0						0							0					0
Road & Bridge/Flood/Beach	68.0						0	2						2	1				1
County Health District	1.0						0							0					0
Juvenile Justice	69.0						0	1		1				2					0
Mosquito Control	11.0						0							0		1			1
Right of Way	1.0						0							0					0
Seawall Maintenance	6.0						0							0					0
Housing & Economic Dev	7.0						0							0					0
Adult Probation	54.0						0							0					0
Grand Total	1319.0	5	0	0	2	0	7	6	0	2	0	0	0	8	7	1	4	0	0
Job Applications Received	176																		

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 10/24/2013 thru 11/6/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114000	County Clerk	SALINAS, MICHELLE C	FTBE	43 DEPUTY COUNTY CLERK	10/24/2013		10A1	\$28,476	1,095.24 B	REASSIGNMENT
114030	Election Expense	BUSTER JR, MELVIN	PTBL	500 ELECTION WORKER-TEMP	10/24/2013		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	FIELDS, JOHNNIE M	PTBL	500 ELECTION WORKER-TEMP	10/24/2013		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	HYPOLITE, PATRICIA A	PTBL	500 ELECTION WORKER-TEMP	10/24/2013		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	PACKARD, DUDLEY M	PTBL	500 ELECTION WORKER-TEMP	10/24/2013		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	THORNELL, SHIRLEY N	PTBL	500 ELECTION WORKER-TEMP	10/24/2013		0000	\$10,400	10.00 H	APPOINTMENT
123900	Justice Court Pct #6 -	BEST, BRANDI NECOLE	FTBE	4 DEPUTY COURT CLERK PCT 6	10/28/2013		10D1	\$30,665	1,179.45 B	APPOINTMENT
126100	District Clerk	DEESE, WILLIAM C	FTBE	37 DEPUTY DISTRICT CLERK	10/24/2013		10A1	\$28,476	1,095.24 B	APPOINTMENT
127100	District Attorney	HAYES II, RICHARD	FTBE	74 ASSISTANT DISTRICT ATTORNEY/1/2013			22A1	\$56,852	2,186.64 B	APPOINTMENT
151500	Tax Assessor/Collector	PERKETT, MARTHA L	FTBE	32 PROPERTY TAX SPECIALIST	11/4/2013		11A1	\$29,917	1,150.69 B	BUDGET/COLA INC
151500	Tax Assessor/Collector	JADIDI, LAUREN	PTNH	502 CUSTOMER SERVICE REP-TEMP		10/31/2013	0000	\$10,587	10.18 H	TERMINATION
151500	Tax Assessor/Collector	SIEDOW, JONATHAN CARLEPTNH		508 VOTER REGISTRATION-TEMP		10/29/2013	04A1	\$10,587	10.18 H	TERMINATION
151800	Purchasing	DICKEY, TAMYRA R	FTBE	3 ADMINISTRATIVE	11/1/2013		16H1	\$45,523	1,750.90 B	TRANSFER
151800	Purchasing	MCCULLOUGH, DARLA A	FTBE	3 ADMINISTRATIVE		10/31/2013	16K1	\$49,023	1,885.53 B	TERMINATION
152500	Housing	CECCACCI, ROSALYN O	FTBE	400 GRANT ACCOUNTANT TECH	11/1/2013		12A1	\$31,432	1,208.94 B	SALARY ADJUST
152500	Housing	GENTILE, JAMES M	FTBE	401 HOUSING & ECONO DIRECTOR	11/1/2013		23E1	\$69,269	2,664.21 B	SALARY ADJUST
152500	Housing	POSEY, MAURA M	FTBE	500 ADMINISTRATIVE ASSISTANT	11/1/2013		14A1	\$34,695	1,334.44 B	SALARY ADJUST
152500	Housing	SARVIS, CRYSTAL L	FTBE	2 MONITORING COORDINATOR	11/1/2013		19C1	\$46,661	1,794.68 B	SALARY ADJUST
170100	Facilities Svcs &	SHARP, HOWARDE	FTBE	21 FACILITIES MAINTENANCE SPEC		10/31/2013	16B1	\$39,254	1,509.80 B	TERMINATION
211133	Corrections-Sheriff	CORA JR, FELIX G	FTBE	270 DEPUTY II	10/24/2013		14G1	\$40,236	1,547.54 B	CAREER LADDER
211133	Corrections-Sheriff	DAVIS, BENJAMIN R	FTBE	50 ENTRY LEVEL		11/1/2013	12D1	\$33,849	1,301.90 B	TERMINATION
211133	Corrections-Sheriff	MINETTI, BRANDON J	FTBE	167 ENTRY LEVEL	10/28/2013		12D1	\$33,849	1,301.90 B	APPOINTMENT
211133	Corrections-Sheriff	MORTON, TIMOTHY J	FTBE	109 ENTRY LEVEL		11/4/2013	14G1	\$40,236	1,547.54 B	TERMINATION
211133	Corrections-Sheriff	MOUNT, JIMMY L	FTBE	184 ENTRY LEVEL		11/3/2013	12D1	\$33,849	1,301.90 B	TERMINATION
211133	Corrections-Sheriff	OUTLAW JR, WARREN H	FTBE	203 DEPUTY II		10/31/2013	14G1	\$40,236	1,547.54 B	TERMINATION

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 10/24/2013 thru 11/6/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211133	Corrections-Sheriff	ROSSER, RICHARD A	FTBE	171 DEPUTY V	10/24/2013		1711	\$50,249	1,932.67 B	CAREER LADDER
211133	Corrections-Sheriff	WIEDENHOFF, KRISTIN R	FTBE	121 ENTRY LEVEL		10/24/2013	13D1	\$35,562	1,367.80 B	TERMINATION
211163	Sheriff Services for ISDS	OLVERA JR, MARIO	FTBE	19 SLO-CCISD (REIMB)	11/1/2013		18E1	\$46,121	1,773.92 B	PROMOTION
211163	Sheriff Services for ISDS	RAMIREZ, VAL	FTBE	19 SLO-CCISD (REIMB)		10/31/2013	18E1	\$46,121	1,773.92 B	TERMINATION
255100	Adult Probation	MORGAN, MONICA	FTBE	24 SECRETARY	10/24/2013		0000	\$33,930	1,305.00 B	SALARY ADJUST
256110	State Aid Grant A	EDWARDS, DAVID R	FTBE	465 JUVENILE SUPERVISION OFCR	10/24/2013		1200	\$32,665	1,256.38 B	REASSIGNMENT
256118	Detention	GREEN, KEITH	FTBE	24 JUVENILE PROBATION OFCR	10/24/2013		1600	\$40,765	1,567.90 B	PROMOTION
296100	Flood Control	BALLARD, TERRY GLENN	FTBE	9 HEAVY EQUIPMENT OPERATOR	10/24/2013		10A1	\$28,476	1,095.24 B	PROMOTION
312120	F.M. Lateral Road	CHENIER, DORIAN A.	FTBE	33 HEAVY EQUIPMENT OPERATOR I		10/25/2013	09A1	\$27,104	1,042.46 B	TERMINATION
312120	F.M. Lateral Road	KNAPP, JAMES L	FTBE	17 HEAVY EQUIPMENT OPERATOR	10/24/2013		10A1	\$28,476	1,095.24 B	PROMOTION
411100	Mosquito Control District	GONZALEZ, HECTOR	FTBE	8 SPRAY OPERATOR		10/31/2013	10C1	\$29,917	1,150.69 B	TERMINATION
411100	Mosquito Control District	RIGSBY SR, BENJAMIN W	FTBE	9 SURVEILLANCE INSPECTOR	10/30/2013		10A1	\$28,476	1,095.24 B	BUDGET/COLA INC
451131	Home Del Meals - C2	WARREN, BLAKE	PTNH	416 DRIVER	10/31/2013		07A1	\$12,282	11.81 H	APPOINTMENT
451152	Title IIB & D	SALINAS III, ROGELIO	PTNH	411 DRIVER	10/31/2013		07A1	\$24,554	11.80 H	APPOINTMENT
522020	Parks Division	HALKARD, ROBERT K	FTBE	16 PARKS FACILITY MAINT	10/24/2013		10G1	\$33,023	1,270.14 B	ACCT # CHANGE
522020	Parks Division	MARTINEZ JR, CENOBIO G	FTBE	17 PARKS FACILITY MAINT	10/24/2013		10E1	\$31,432	1,208.94 B	ACCT # CHANGE
522020	Parks Division	RECTOR, WILLIAM L	FTBE	20 PARKS FACILITY MAINT	10/24/2013		10E1	\$31,432	1,208.94 B	ACCT # CHANGE

AGENDA ITEM #3.



STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N. Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
NOV 06 2013

November 4, 2013

GALVESTON COUNTY JUDGE

Honorable Judge Mark Henry
722 Moody, 2nd Floor
Galveston, TX 77550

County: **Galveston**

Dear Honorable Judge Henry:

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company hereby provides the enclosed new utility service connections for the county you represent.

Any questions please contact Lyn Sekiguchi at 469-484-8581.

Sincerely,

Stacy R. Whitehurst

Encl.

SRW/lis

BACU1090
Date: 04-NOV-2013

Texas New Mexico Power Company
New Premise Turn-Ons
577 N. Garden Ridge Blvd
Lewisville, Texas 75067
Phone: 972-420-4189

Page: 6

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
6601 1/2 FALLEN BREEZE LN UNIT CAB TV	LEAGUE CITY TX 77573	01-NOV-2013	600459
423 OLD ORCHARD DR	DICKINSON TX 77539	30-OCT-2013	600039
8001 SILVER OAK DR	TEXAS CITY TX 77591	28-OCT-2013	599589
2323 33RD N AVE	TEXAS CITY TX 77590	28-OCT-2013	599649
2509 1/2 25TH STN	TEXAS CITY TX 77590	31-OCT-2013	600219
407 OLD ORCHARD DR	DICKINSON TX 77539	30-OCT-2013	600040
5214 FOREST COVE DR	DICKINSON TX 77539	29-OCT-2013	599799
W 1305 PARKWOOD AVE UNIT 109	FRIENDSWOOD TX 77546	29-OCT-2013	599829
3063 1/2 HEATHER GROVE LN UNIT CAB TV	LEAGUE CITY TX 77573	01-NOV-2013	600460
11009 GROVESHIRE DR	TEXAS CITY TX 77591	28-OCT-2013	599679



STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N. Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
NOV 14 2013

November 11, 2013

GALVESTON COUNTY JUDGE

Honorable Judge Mark Henry
722 Moody, 2nd Floor
Galveston, TX 77550

County: **Galveston**

Dear Honorable Judge Henry:

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company hereby provides the enclosed new utility service connections for the county you represent.

Any questions please contact Lyn Sekiguchi at 469-484-8581.

Sincerely,

A handwritten signature in dark ink, appearing to read "Stacy R. Whitehurst". The signature is fluid and cursive, with the first name "Stacy" being the most prominent.

Stacy R. Whitehurst

Encl.

SRW/ljs

BACU1090
Date: 11-NOV-2013

Texas New Mexico Power Company
New Premise Turn-Ons
577 N. Garden Ridge Blvd
Lewisville, Texas 75067
Phone: 972-420-4189

Page: 6

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
2201 MOONSTONE CT	TEXAS CITY TX 77591	05-NOV-2013	600579
W 1014 EDGEWOOD DR	FRIENDSWOOD TX 77546	07-NOV-2013	601089
2112 GARNET CT	TEXAS CITY TX 77591	06-NOV-2013	600909
W 1804 FM 646 STE E	LEAGUE CITY TX 77573	06-NOV-2013	600969
5233 BRIGANTINE CAY CT	TEXAS CITY TX 77590	08-NOV-2013	601180
5025 BRIGANTINE CAY CT	TEXAS CITY TX 77590	08-NOV-2013	601179

AGENDA ITEM #4.

Professional Services

SCOPE CHANGE ORDER

GALVESTON COUNTY



6101 Baker Road, Suite 207
Minnetonka, MN 55345

Phone 952.607.3500

Fax 952.607.3777



Version Control

Document Attributes

Document Name	Change Order #3136.3 for Financial & Administrative Solutions
Publish Date	11.18.2013
Current Revision Number	0.1
Responsible Group	Professional Services
Author	Tim Nelson
Document Expiration Date	12.30.2013

Revision History

Version Number	Date	Responsibility (Author)	Description
0.1	11.18.2013	Tim Nelson	Initial draft

RACI Chart

Name	Position	E-mail address	*	R	A	S	C	I
Matt Charlson	Senior Executive	mcharlson@databankimx.com			X			X
Jason Engen	Account Manager	jengen@databankimx.com				X		X
Tim Nelson	Bid Manager	tnelson@databankimx.com		X				X
Matt Votaw	CIO	matt.votaw@co.galveston.tx.us	X				X	X
JJ Allen	Administrative Coordinator	jj.allen@co.galveston.tx.us					X	X
Column Key	* – Authorize: This individual has ultimate signing authority for any changes to the document. R – Responsible: Person responsible for creating this document. A – Accountable: Person accountable for accuracy of this document. S – Supports: Individuals providing supporting services in the production of this document. C – Consulted: Individuals providing input (interviewee, etc.). I – Informed: Individuals who must be informed of any changes.							



Table of Contents

Version Control	2
Document Attributes	2
Revision History	2
RACI Chart	2
Overview	4
Scope	4
Project Costs	4
Facsimile or Electronic Copy	4
Agreement	5



Overview

DataBank originally planned to perform Discovery and Design for the County Legal department during the implementation of the FY13 Financial & Administrative Solutions project.

Task	Hours	Rate	Cost
County Legal - Discovery	32.0	\$ 155.00	\$4,960.00
County Legal - Design	37.68	\$ 155.00	\$5,840.00
Total	69.68		\$10,800.00

Due to various issues that we have identified during the project, we have determined that we will need to reallocate the costs for the hours above to purchase 10 named WorkView licenses @ \$1,080 per license (see Appendix A).

This work agreement will serve as a change order to the Statement of Work titled "SOW3136 – V02 – Galveston County - OnBase Implementation" dated October 10th, 2012 and signed on October 16th, 2012 by and between Galveston County and DataBank and are incorporated therein by reference.

Scope

Reconcile process for line item invoicing (based on Project Tasks) with PO Number C302065 (based on Project Cycles).

Project Costs

High Level Tasks	Hours	Cost
Item 038 – County Clerk - Discovery	(32.0)	(\$4,960.00)
Item 039 – County Clerk – Design	(37.68)	(\$5,840.00)
10 WorkView Licenses (see attached PO)	-	\$10,800.00
Total:	0.0	\$0.00

Any increase in the fees listed above will require prior written approval being obtained from the County's Commissioners' Court.

Facsimile or Electronic Copy

For purposes of this Change Order, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this Change Order and shall be given the same force and effect.



Agreement

This work agreement is bound by the terms and conditions of the Master Agreement between DataBank and Galveston County. The signature listed below will serve to authorize the engagement of DataBank services as described in this document.

This Agreement and all its provisions are accepted by:

Galveston County

Company Name ("Client")

DataBank

Company Name ("eDoc")

By (Signature)

By (Signature)

Mark A. Henry, County Judge

Printed Name and Title

Printed Name and Title

Galveston County Courthouse
722 Moody, 2nd Floor

6101 Baker Rd. Suite 207

Address

Address

Galveston, TX 77550

Minnetonka, MN 55345

City, State, Zip

City, State, Zip

____ / ____ / ____
Dated

____ / ____ / ____
Dated

Attest: _____

Dwight D. Sullivan, County Clerk



11/19/13
Galveston County
Attn: Ryan Ellis
600 59th Street
Galveston, TX 77551

From your Sales Representative: **Jason Engen** (952) 607-3516 jengen@ databankimx.com

Software Quote

Product Description	Product Code	License Fee	Qty	Price
Workview Named User Client	VLIPN1	\$900.00	10	\$9,000
Estimated Maintenance @ 20% for 12 months				\$1,800
Estimated Total:				\$10,800

TERMS:

- * Proposal Valid for 30 days
- * 50% advance deposit required with initial order
- * Terms NET 30 days
- * FOB Plant
- * Installation/implementation estimates only – billed actual time.

This proposal is subject to withdrawal by DataBank IMX at any time before acceptance. The purchaser accepts by signing and returning this proposal or by otherwise providing evidence of acceptance satisfactory to DataBank IMX. By signing this proposal, it becomes a purchase order, unless the purchaser will submit a separate purchase order as indicated below. Sale of any goods or services covered by this proposal is conditioned upon the purchaser's assent to the terms of the Master Software Maintenance and Services Agreement. Any additional or different terms proposed by the purchaser are hereby objected to and will not be binding upon DataBank IMX unless specifically assented to in writing by DataBank IMX. The purchaser agrees to pay for such goods and services according to the terms of the Master Software Maintenance and Services Agreement. The individual signing below warrants that he/she has the authority to bind the purchasing company to this purchase. Purchase order is not valid without signature and date. If a purchase order number is required by the purchaser for internal processing, the purchaser agrees to promptly provide a purchase order number to DataBank IMX. Unless otherwise specified, the address in the footer of this proposal will be the Billing and Shipping address.

Check one:

- ☐ This signed quote will be followed by a purchase order
- ☐ We will not issue a purchase order for this quote

Authorized Signature

____/____/____

Date

AGENDA ITEM #5.



Henry A. Trochesset
Sheriff
Galveston County

November 8, 2013

TO: The Honorable Mark Henry, County Judge, and Members of the Commissioner's Court
of Galveston County

RE: Acceptance of Donation from Shell Pipeline Company, LP

Gentlemen:

We were recently contacted by Shell Pipeline Company, LP and informed of a \$1,000 donation being offered to our agency.

It is our understanding that Shell provides these funds periodically to law enforcement and emergency services providers in areas where they operate pipelines. We are to be a recipient of this donation based on the fact that Shell has major dry gas and propylene pipelines that traverse through the central and western parts of the County.

We therefore request your approval of to accept of this donation. We intend to utilize these funds to help defray some equipment costs within our Communications Division.

Your favorable review of this matter is appreciated, and should you have any questions, please contact me at x2301.

A handwritten signature in black ink that reads "Henry Trochesset".

Henry Trochesset
Sheriff

To Protect and Serve

601 54TH STREET • SUITE 2100 • GALVESTON, TEXAS 77551 • PHONE: 409-766-2300

AGENDA ITEM #6.



COUNTY OF GALVESTON

FY 2013 INVESTMENT REPORT FOURTH QUARTER JULY 2013 THROUGH SEPTEMBER 2013

TABLE OF CONTENTS

A. COMPLIANCE AND REPORTING REQUIREMENTS-	1
B. FINANCIAL SUMMARY – INVESTMENTS AT-A-GLANCE-	1
C. INDIVIDUAL INVESTMENT DETAIL	
1. INVESTABLE FUNDS NOT YET REQUESTED TO BE INVESTED-	2
2. NON-INVESTABLE FUNDS (FUNDS FOR ACCOUNTS PAYABLE)-	2
D. INTEREST EARNED	
1. INTEREST SUMMARY FOR FUNDS	3

EXHIBITS

Exhibit A:	"FACT SHEET" AND PORTFOLIO SUMMARY
Exhibit B:	MONTHLY Proof for Accuracy: MM, LGIP and CASH
Exhibit C:	Portfolio Holdings by Security Type
Exhibit D:	Earnings and Yields Summary Report for the Quarter
Exhibit E:	Earnings and Yields Summary Report for the Fiscal Year
Exhibit F:	Collateral Report

FY 2013 INVESTMENT REPORT

July 1, 2013 THROUGH September 30, 2013

Disclosure; Notice of Significant Information:

There are currently no known areas of concern either with safety or diversity of investments held in Galveston County's Portfolio, or in regards to deposits held at any particular contracted institution. Furthermore, on October 1, 2011 Galveston County entered into a new Depository contract with Prosperity Bank to end September 30, 2015. The banking contract has several clauses including renegotiation options in 2013 which could result in higher yielding interest rates. Another benefit of the new contract details banking charges under the payment structure-interest vs. fee option which would result in saving the County significant amount of banking expenditures over the next four years.

A. COMPLIANCE AND REPORTING REQUIREMENTS

This report is made in accordance with the provisions of Government Code 2256 known as The Public Funds Investment Act, which requires the reporting of investments to Commissioners' Court at least quarterly.

This report is intended to present a fair, accurate, and detailed summary of investment activity. The investments held in Galveston County's portfolio comply with the Public Funds Investment Act, and the County's Investment Policy and Strategies. This report is prepared in compliance with generally accepted accounting principles.

B. FINANCIAL SUMMARY - INVESTMENTS AT-A-GLANCE

1. Securities held Sept 30, 2013 ¹	\$	0	see Exhibit C
2. Additional Investable funds as of Sept 30 ^B	\$	111,179,661	see Exhibit A (See note)
3. Interest Earnings (Cash): July 1 to Sept 30	\$	261,296	see Exhibit B

^B Using the Investment Procedure's \$10million base. Generally outside investments are yielding less than approved Pool deposits at this time.

¹Figure is based upon Market Value and interest compounding as of the date listed.

²Investment interest figures do not include the interest earned on Cash (Demand, Money Market, CBA and Pool) Accounts. Those are reported in item 10. CDs only recorded at maturity.

³Purchased and Sold securities do not include NOW, CBA, Pool or Money Market Accounts. It does include reinvested interest earnings on CDs.

⁴All investments are CDs which receive interest that is reinvested. No market value changes.

The County's Investment policy sets the Interest Yield Benchmark as the 6 month Treasury Bill. As of September 30, 2013 it yielded 0.04%. The actual interest yield on the entire portfolio (Cash and Securities) is currently .749%, including the \$10 million required liquidity.

FY 2013 INVESTMENT REPORT

Galveston County currently owns 0 securities at this time due to low yielding interest rates on securities and CD's. There are no outstanding investment transactions at this time.

Cash flow analyses were done for bond project funds. The County's investment procedures suggest that \$10 million be kept as a liquidity base for current accounts payable with the remainder laddered out. As of September 30, 2013 there was approximately \$111,179,661.49 in additional funds that could be available for investment into securities. Of this, 99% of it mainly represented funds currently at depository bank yielding an average APY rate of .75%. These amounts represent general operating funds, and various bond and debt service funds. Since Hurricane Ike hit on September 12, 2008, retaining higher liquidity levels has been necessary in order to manage cash flows before being reimbursed by FEMA for recovery projects.

Galveston County's deposits at all Depository Banks are fully collateralized at, or over, 110% and there are no known problems with any collateral placed against these deposits. Galveston County monitors all collateral for both depository contract compliance and risk.

C. INDIVIDUAL INVESTMENT DETAIL

1. INVESTABLE FUNDS NOT YET REQUESTED TO BE INVESTED

(a) The total funds available to be invested that have not yet been requested to be invested in a security total \$0. This is due to the fact that there are no eligible securities whose yield is paying better than our main depositories.

2. NON INVESTABLE FUNDS (THESE ARE FUNDS FOR FUTURE ACCOUNTS PAYABLE)

(a) Currently, the County's investment procedures set aside \$10,000,000 in highly liquid accounts to meet nearby obligations of the County. As of September 30, 2013, there was \$121,179,661.46 in NOW Checking accounts, and Money Market Accounts. Funds held in previous months in Pool Accounts kept were closed due to low yielding rates. Currently yielding at .75% large portion of funds are held in the Main depository's Money Market accounts (before a netting of earnings credits and fees). The Depository yield dropped significantly beginning October 1, 2011 from 1.65% due to end of banking contract and negotiations of the new contract including limited bond funds that could be kept at our main depository. These funds are available on a daily basis to meet current needs. Given the impact of hurricane Ike and the need for cash flow liquidity until FEMA reimbursements are received, the plan is to let these funds remain liquid to cover short term obligations.

FY 2013 INVESTMENT REPORT

D. INTEREST EARNED

1. INTEREST SUMMARY FOR INVESTMENTS AND NON-INVESTABLE FUNDS

Income generated via the GASB 31 accounting method for both securities and cash accounts totaled \$261,296.80 for the FOURTH Quarter of FY 2013.

Under GASB 31, securities earned \$0.00 due to change in market value and reversal of market value earnings on matured instruments, and received interest earnings of \$0, due to interest paid/maturities/sales. The NOW, Money Market and Pool accounts (All Cash accounts) earned \$261,296.80 FOURTH Quarter of FY 2013. (Exhibit B)

Total Earnings (GASB 31 Method) for the Fiscal Year (Oct2012- Current) are \$1,130,648.26 with Securities at \$0. And Cash Accounts at \$1,130,648.26(Exhibit E).

The County's FY 2013 total budgeted General Fund Interest Revenue is \$663,281.00, same budgeted amount as FY 2012. As of September 30, 2013, \$613,134.48 (see Schedule A) in interest has been credited/booked to the General Fund (Obj Code: 1101-4811010). *not all bank accounts interest earned are booked in I-Fas/7i.

Currently Galveston County has no CD investments at this time. The YTM of the entire portfolio is .749% with a WAM of 1.0 day as of September 30, 2013.

Other Interest bearing accounts controlled by other elected officials, such as those held by the County Tax Assessor-Collector, are also earning interest that will eventually be transferred to the new Main Depository. Those accounts do not fall within our scope of investment accounts or funds available for investment since the County Treasurer does not maintain those accounts, and are therefore not reported here.

Any questions regarding investments, or this report, should be directed to Kevin Walsh at (409) 770-5395.



Hon. Kevin C. Walsh, CPA
County Treasurer
Investment Officer

Cc: Commissioner's Court
County Auditor
Galveston County Investment Committee

Fact Sheet: Asset Detail (Total Portfolio: Cash and Securities)

As of September 30, 2013

Galveston County, Texas

EXHIBIT "A"

Liquid Cash Assets

Account	Balance	Percentage of Assets
Now/MM Accts (Bank)	121,179,661	100%
Certificated Bond Accounts	-	0%
Pooled Cash Accounts	-	0%
Sub-Totals	121,179,661	100%

Security Assets

Security	Market Value	Percentage of Assets
Agencies	\$	0%
CDs	-	0%
Treasuries	-	0%
Sub-Totals	\$	0%

Total Assets 121,179,661 100%

Galveston County's Total Investable Assets:

(including Required Liquidity):

YTM @ Cost

WAM:

0.749%

1.00 days

Investible Cash:

Current Liquid Cash Assets:

Required Cash Liquidity:

Outstanding Transfer:

\$ 121,179,661

(\$10,000,000)

\$0

Residual For Investment:

\$111,179,661

Target Investment Benchmark (6/30/12)

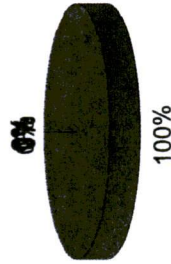
6 month US Treasury Bill Rate:

0.100%

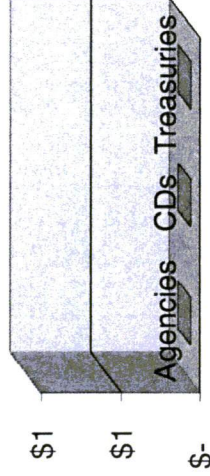
6 month Tbill 90 Day Moving Avg

0.182%

Distribution of Assets



Diversification of Security Assets



-The required Cash Liquidity in Now Accounts and Money Market Accounts is intended to fulfill short term Cash obligations and therefore will receive rates lower than our target benchmark yield. These would not be considered "Fully Invested Funds" and therefore should not be considered in the YTM comparison to the target benchmark.

-When looking at the WAM of Galveston County's Assets, all assets should be considered since they make up the short term liquidity available to the County which WAM is an important measure of.

Tracker

Galveston County

Date To Date

MONTHLY Proof for Accuracy: MM, LGIP, Cash

Report Format: By CUSIP / Ticker

Group By: Portfolio Name

Portfolio / Report Group: All Portfolios

Begin Activity Date: 6/30/2013, End Activity Date: 9/30/2013, Carrying Value Date: 6/30/2013

Description	CUSIP/Ticker	Beginning Face Amount/Shares	Buy Principal	Sell Principal	Interest/Dividend	Ending Face Amount/Shares
0002 General Fund						
Moodys National Bank Cash	02MOODY238	60,635.42	6,928.99	5,234.55	57.92	62,329.86
Prosperity Bank Cash	02PRS081	206,096.16	4,026.44	438.84	392.03	209,683.76
Prosperity Bank Cash	02PRS161	37,451.22	113,962.19	151,056.22	62.19	357.19
Prosperity Bank Cash	02PRS321	29,146.91	22,467.33	29,146.91	45.17	22,467.33
Prosperity Bank Cash	02PRS401	59,493.73	45,814.68	59,605.56	95.11	45,702.85
Prosperity Bank Cash	02PRS431	112,462.52	55,782,495.27	51,593,461.77	2,706.48	4,301,496.02
Prosperity Bank Cash	02PRS511	116,928,859.82	3,767,424.83	36,696,593.73	185,688.85	83,999,690.92
Prosperity Bank Cash	02PRS591	143,737.27	106,044.84	0	372.49	249,782.11
Prosperity Bank Cash	02PRS781	1,098,356.62	15,721,726.67	15,695,483.16	2,580.71	1,124,600.13
Prosperity Bank Cash	02PRS861	2,208,469.03	22,145,067.79	24,132,335.88	3,078.57	221,200.94
Prosperity Bank Cash	02PRS941	29,537.96	76,482.57	65,170.18	62.34	40,850.35
PROSPERITY Cash	02PRS751	16,258.81	30.76	0	30.76	16,289.57
PROSPERITY Cash	02PRS831	293,077.05	487,867.50	681,484.68	338.12	99,459.87
PROSPERITY Cash	02PRSDRG	23,651.23	43.86	5,400.00	43.86	18,295.09
Texas First Bank Cash	02JP600	438,690.10	612,160.69	879,724.15	0	171,126.64
Texas First Bank Cash	02TFB2PARKS	255,971.50	163,789.50	401,006.00	0	18,755.00
Sub Total/Average 0002 General Fund		121,941,895.35	99,056,333.91	130,396,141.63	195,554.60	90,602,087.63
3120 Lmt Tx Cnty Bld Bd 09B						
Prosperity Bank MM	3120PRS111	4,625,171.44	8,471.39	328,032.00	8,471.39	4,305,610.83
Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B		4,625,171.44	8,471.39	328,032.00	8,471.39	4,305,610.83
3206 2003 Certificate / Obg						
Prosperity Bank MM	3206PRS651	0.88	0	0.88	0	0
Sub Total/Average 3206 2003 Certificate / Obg		0.88	0	0.88	0	0
3307 2003 Road Bonds						
Prosperity Bank MM	3307PRS811	4,950,674.67	8,852.78	3,098,069.07	8,852.78	1,861,458.38
Sub Total/Average 3307 2003 Road Bonds		4,950,674.67	8,852.78	3,098,069.07	8,852.78	1,861,458.38
3308 2001 Road Bonds						
Prosperity Bank MM	3308PRS731	133,560.92	252.48	331	252.48	133,482.40
Sub Total/Average 3308 2001 Road Bonds		133,560.92	252.48	331	252.48	133,482.40
3310 2007 Limited Tax Bonds						
Prosperity Bank MM	3310PRS571	3,869,578.92	7,193.95	88,650.00	7,193.95	3,788,122.87
Sub Total/Average 3310 2007 Limited Tax Bonds		3,869,578.92	7,193.95	88,650.00	7,193.95	3,788,122.87

Description	CUSIP/Ticker	Beginning Face Amount/Shares	Buy Principal	Sell Principal	Interest/Dividend	Ending Face Amount/Shares
3312 Unlm Tx Rd Bd 09A						
Prosperity Bank MM	3312PRS031	8,401,006.33	67,060.73	2,602,042.80	13,330.33	5,866,024.26
Sub Total/Average 3312 Unlm Tx Rd Bd 09A		8,401,006.33	67,060.73	2,602,042.80	13,330.33	5,866,024.26
3370 Lmt Tx Fld Cntl Bd 09C						
Prosperity Bank MM	3370PRS381	10,322,653.12	19,526.30	0	19,526.30	10,342,179.42
Sub Total/Average 3370 Lmt Tx Fld Cntl Bd 09C		10,322,653.12	19,526.30	0	19,526.30	10,342,179.42
3373 COB Series 2008						
Prosperity Bank MM	3373PRS461	339,627.24	630.17	23,906.28	630.17	316,351.13
Sub Total/Average 3373 COB Series 2008		339,627.24	630.17	23,906.28	630.17	316,351.13
4022 Ltd Tax Rfnd bd						
Prosperity Bank MM	4022PRS221	12,006.78	22.71	0	22.71	12,029.49
Sub Total/Average 4022 Ltd Tax Rfnd bd		12,006.78	22.71	0	22.71	12,029.49
4023 Unltd Tax Rfnd Bd						
Prosperity Bank MM	4023PRS301	12,796.79	24.21	0	24.21	12,821.00
Sub Total/Average 4023 Unltd Tax Rfnd Bd		12,796.79	24.21	0	24.21	12,821.00
4024 Ltd Tax Rfnd Bd						
Prosperity Bank MM	4024PRS491	9,295.90	4,952.17	4,934.58	17.59	9,313.49
Sub Total/Average 4024 Ltd Tax Rfnd Bd		9,295.90	4,952.17	4,934.58	17.59	9,313.49
4371 09 Debt Service						
PROSPERITY MM	4371PRS541	3,922,760.30	7,420.29	0	7,420.29	3,930,180.59
Sub Total/Average 4371 09 Debt Service		3,922,760.30	7,420.29	0	7,420.29	3,930,180.59
Total / Average		158,541,028.64	99,180,741.09	136,542,108.24	261,296.80	121,179,661.49

Tracker
 Galveston County
 Portfolio Holdings
 Portfolio Holdings / by Security Type - Totals
 Report Format: By Totals
 Group By: Security Type
 Average By: Face Amount / Shares
 Portfolio / Report Group: All Portfolios
 As of 9/30/2013

Description	Coupon Rate	YTM @ Cost	Face Amount/Shares	Book Value	Market Value	Days To Maturity	% of Portfolio
Cash	0.749	0.749	90,602,087.63	90,602,087.63	90,602,087.63	1	74.77
Money Market	0.75	0.75	30,577,573.86	30,577,573.86	30,577,573.86	1	25.23
Total / Average	0.75	0.75	121,179,661.49	121,179,661.49	121,179,661.49	1	100

Tracker
Galveston County
Portfolio Holdings
Portfolio Holdings / by Security Type
Report Format: By CUSIP / Ticker
Group By: Security Type
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 9/30/2013

Description	CUSIP/Ticker	Face Amount/Shares	Market Value	Book Value	YTM @ Cost	Coupon Rate	Maturity Date	Days To Maturity	% of Portfolio
Cash									
Moody's National Bank	02MOODY238	62,329.86	62,329.86	62,329.86	0.35	0.35	N/A	1	0.05
Prosperity Bank Cash	02PRS321	22,467.33	22,467.33	22,467.33	0.75	0.75	N/A	1	0.02
Prosperity Bank Cash	02PRS781	1,124,600.13	1,124,600.13	1,124,600.13	0.75	0.75	N/A	1	0.93
Prosperity Bank Cash	02PRS591	249,782.11	249,782.11	249,782.11	0.75	0.75	N/A	1	0.21
Prosperity Bank Cash	02PRS941	40,850.35	40,850.35	40,850.35	0.75	0.75	N/A	1	0.03
Prosperity Bank Cash	02PRS431	4,301,496.02	4,301,496.02	4,301,496.02	0.75	0.75	N/A	1	3.55
Prosperity Bank Cash	02PRS511	83,999,690.92	83,999,690.92	83,999,690.92	0.75	0.75	N/A	1	69.32
Prosperity Bank Cash	02PRS401	45,702.85	45,702.85	45,702.85	0.75	0.75	N/A	1	0.04
Prosperity Bank Cash	02PRS861	221,200.94	221,200.94	221,200.94	0.75	0.75	N/A	1	0.18
Prosperity Bank Cash	02PRS161	357.19	357.19	357.19	0.75	0.75	N/A	1	0
Prosperity Bank Cash	02PRS081	209,683.76	209,683.76	209,683.76	0.75	0.75	N/A	1	0.17
PROSPERITY Cash	02PRSDRG	18,295.09	18,295.09	18,295.09	0.75	0.75	N/A	1	0.02
PROSPERITY Cash	02PRS751	16,289.57	16,289.57	16,289.57	0.75	0.75	N/A	1	0.01
PROSPERITY Cash	02PRS831	99,459.87	99,459.87	99,459.87	0.75	0.75	N/A	1	0.08
Texas First Bank Cash	02JP600	171,126.64	171,126.64	171,126.64	0.61	0.61	N/A	1	0.14
Texas First Bank Cash	02TFB2PARKS	18,755.00	18,755.00	18,755.00	0.61	0.61	N/A	1	0.02
Sub Total / Average		90,602,087.63	90,602,087.63	90,602,087.63	0.749	0.749		1	74.77
Money Market									
Prosperity Bank MM	4023PRS301	12,821.00	12,821.00	12,821.00	0.75	0.75	N/A	1	0.01
Prosperity Bank MM	3373PRS461	316,351.13	316,351.13	316,351.13	0.75	0.75	N/A	1	0.26
Prosperity Bank MM	3120PRS111	4,305,610.83	4,305,610.83	4,305,610.83	0.75	0.75	N/A	1	3.55
Prosperity Bank MM	3307PRS811	1,861,458.38	1,861,458.38	1,861,458.38	0.75	0.75	N/A	1	1.54
Prosperity Bank MM	3308PRS731	133,482.40	133,482.40	133,482.40	0.75	0.75	N/A	1	0.11
Prosperity Bank MM	4022PRS221	12,029.49	12,029.49	12,029.49	0.75	0.75	N/A	1	0.01
Prosperity Bank MM	3370PRS381	10,342,179.42	10,342,179.42	10,342,179.42	0.75	0.75	N/A	1	8.53
Prosperity Bank MM	3312PRS031	5,866,024.26	5,866,024.26	5,866,024.26	0.75	0.75	N/A	1	4.84
Prosperity Bank MM	3310PRS571	3,788,122.87	3,788,122.87	3,788,122.87	0.75	0.75	N/A	1	3.13
Prosperity Bank MM	4024PRS491	9,313.49	9,313.49	9,313.49	0.75	0.75	N/A	1	0.01
PROSPERITY MM	4371PRS541	3,930,180.59	3,930,180.59	3,930,180.59	0.75	0.75	N/A	1	3.24
Sub Total / Average		30,577,573.86	30,577,573.86	30,577,573.86	0.75	0.75		1	25.23
Total / Average		121,179,661.49	121,179,661.49	121,179,661.49	0.75	0.75		1	100

EXHIBIT D

Tracker
 Galveston County
 Date To Date
 TEXAS Earnings and Yields Summary Report for the QUARTER
 Report Format: By Totals
 Group By: Security Type
 Portfolio / Report Group: All Portfolios

Begin Activity Date: 6/30/2013, End Activity Date: 9/30/2013, Carrying Value Date: 6/30/2013

Description	Interest/Dividends	Ending YTM @ Cost
Cash	195,554.60	0.749
Money Market	65,742.20	0.75
Total / Average	261,296.80	0.75

As of SEPTEMBER 30, 2013
Galveston County, Texas

Location of Investment	Description of Allowable Investment Options	Allowable Collateral	Safekeeping Agent	Minimum Contracted Collateral Percentage	Total* Funds Invested or on Deposit	Total Collateral-Lwr FMV or Book 9/30/2013	Actual Collateral Percentage
Moody National Bank	Demand Deposits & Time Deposits	US Treasury Obligations, US Agencies, GNMMAs	Federal Reserve Bank, or Chase Bank	110%	\$ 444,161	2,926,980.07	659%
Texas First Bank Hitchcock/Santa Fe/Texas City	Time Deposits	US Treasury Obligations, US Agencies, GNMMAs	Federal Reserve Bank, or Chase Bank	110%	\$ 697,547	\$ 3,945,224	566%
Prosperity Bank	Time Deposits	US Treasury Obligations, US Agencies, GNMMAs Agency Letters of Credit.	Federal Reserve Bank, or Chase Bank	110%	\$ 250,558,864	\$ 377,142,964	151%
Totals:					<u>\$ 251,700,572</u>	<u>\$ 384,015,168</u>	153%

*The first \$250,000.00 of all bank deposits are insured by FDIC. Moody National has coverage for \$250,000.00. Each TFB Branch has \$250K FDIC coverage.
Texas First Bank Galveston has merged into Texas First Bank Texas City. Amegy Bank has FDIC coverage for \$250,000.

Moody National Bank
Galveston County
September 2013

Account Description	Type	MNB #	Amount
KEVIN WALSH			
GALVESTON COUNTY TREASURER			
Galveston Cnty - J P Account	N	3010003238	62,329.86
GEAN LEONARD, SHERIFF			
Galveston Cnty Sheriff-Inmate Property	D	3120001122	44,897.55
COUNTY AUDITOR			
Galveston County Clear Creek Flood	M	040-444-2	2,385.89
Sabine Galv Shoreline Erosion	M	5010000536	33,504.32
Cnty Special Escrow Agreement	M	5010000874	7,080.13
GALVESTON COUNTY J. P. & CONSTABLE			
Penny L. Pope, J. P. Pct. 2	D	035-924-0	1,025.00
Justice Court - Precinct 1	D	3010003352	25,230.60
ADULT PROBATION DEPARTMENT			
Galveston County Adult Probation Dept.	N	035-856-4	267,379.13
COUNTY CLERK			
Dwight Sullivan Cnty Clerk Registry	D	3010012213	329.00

N=Now Account

M=Money Market Account

D=Demand Deposit

\$ 444,161.48

Pledges By Pledgee And Maturity



pledged To: GALVESTON COUNTY

Moody National Bank - Galveston, TX

As Of 9/30/2013

Page 7 of 24

Receipt#	CUSIP	ASC 320	Description	Maturity	Prerefund	PoolType	Moody	S&P	Original Face	Pledged Percent	Pledged		Market Value
											Original Face	Par	
TIB TIB	606020QF5	HTM	MISSOURI CITY TX	06/15/23		3.90	Aa2	AA-	350,000.00	100.00%	350,000.00	351,823.17	358,424.50
TIB TIB	798025HD7	AFS	SAN JACINTO TEX CMNTY C	02/15/24		4.50	Aa2	AA	500,000.00	100.00%	500,000.00	515,981.19	542,205.00
TIB TIB	740614BN1	AFS	PREMONT ISD	08/15/24		4.20	Aaa	N/A	435,000.00	100.00%	435,000.00	441,310.30	450,625.20
TIB TIB	785615FN0	AFS	SABINE PASS TX ISD PSFG	08/15/24		4.25	N/A	AAA	580,000.00	100.00%	580,000.00	599,513.19	604,771.80
TIB TIB	340423FY3	AFS	FLORESVILLE TX ISD	02/01/26		4.00	N/A	AAA	500,000.00	100.00%	500,000.00	504,263.33	517,470.00
TIB TIB	969887XX1	AFS	WILLIAMSON CNTY TX	02/15/28		5.00	N/A	AAA	475,000.00	100.00%	475,000.00	514,088.89	515,189.75
6 Securities Pledged To: CNTY - GALVESTON COUNTY											2,840,000.00	2,840,000.00	2,926,980.07
													2,988,686.25

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed
9/25/2013 2:59 PM - MWM / MOOD

Intrader (custody) 10/01/13

1017391 MOODY NATIONAL BANK Pledged Securities
GALVESTON, TX

Page 4

As of Date: 10/01/13

PLEDGED TO: CITY OF GALVESTON COUNTY

Security Description 1
Cusip
Security Description 2
Loc Ticket

Rate	Maturity	Type	Original Face	Pay/Curr Face	S&P	Date Pledg
TIB THE INDEPENDENT BANKERSBANK			500,000.00	500,000.00	AAA	
4.000000 02/01/2026 200			500,000.00	500,000.00	NR	02/17/2010

340423FY3
202 161003.02

MISSOURI CITY TX CALL

TIB THE INDEPENDENT BANKERSBANK			350,000.00	350,000.00	AAA	
3.300000 06/15/2023 200			350,000.00	350,000.00	Aaa	01/29/2010

6060200B
202 16400438C

PREMONT ISO BQ CALL

TIB THE INDEPENDENT BANKERSBANK			435,000.00	435,000.00	Aaa	
4.200000 08/15/2024 200			435,000.00	435,000.00	Aaa	03/04/2010

740611BN1
202 158005276

SABINE PASS TX ISO BQ CALL

TIB THE INDEPENDENT BANKERSBANK			580,000.00	580,000.00	AAA	
4.250000 08/15/2024 200			580,000.00	580,000.00	NR	01/05/2011

785615FND
202 16101982P 30

SAN JACINTO TX CNTY COLLO

TIB THE INDEPENDENT BANKERSBANK			500,000.00	500,000.00	AA	
4.500000 02/15/2024 200			500,000.00	500,000.00	Aa2	03/04/2010

798025HD7
202 161011026

WILLIAMSON CNTY TX CALL

TIB THE INDEPENDENT BANKERSBANK			475,000.00	475,000.00	AAA	
5.000000 02/15/2028 200			475,000.00	475,000.00	NR	12/17/2010

96981XX1
202 161025286 30

TOTAL FOR PLEDGE TO: CITY

2,840,000.00 Current Face: 2,840,000.00

Pledged: 6 Orig Face:

(409) 765-3246

Cooper, Crystal <Crystal.Cooper@co.galveston.tx.us>
 Kevin Walsh or Crystal Cooper

TO: COUNTY OF GALVESTON - TREASURY DEPARTMENT

FROM: Amanda Tinnin

Date: September 30, 2013

SUBJECT: TOTAL DEPOSITS vs TOTAL COLLATERAL

TOTAL PROJECTED DEPOSITS AT TEXAS FIRST BANK - TEXAS CITY
 ARE AS FOLLOWS

DEPOSITS

TOTAL DEPOSITS:	\$697,546.96
LESS FDIC COVERAGE	(\$250,000.00)
	\$447,546.96
102% OF DEPOSITS	\$456,497.90

COVERAGE

TOTAL PLEDGED SECURITY	\$3,801,828.66
BOOK VALUE	\$3,818,883.98
MARKET VALUE	\$3,945,224.16
Market Value	\$3,945,224.16

EXCESS COLLATERAL	\$3,488,726.26
-------------------	----------------

PREPARED BY: Amanda Tinnin
 Contact Information (409) 978-2250
amanda.tinnin@texasfirstbank.com

Pledge Security Listing

September 30, 2013

Texas First Bank
Texas City, TX

MCPlanning

ID	CUSIP	Description	Safeskeeping Location	Safeskeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	Face Amount	Current Par	Current Book Value	Market Value	Gain(Loss)
13107-Galveston County Treasurer															
429	31371M5C7	FN 256543	Frost Bank	0	5.00	11/01/2021		AAA	AA+	AAA	1,000,000	120,813.54	120,065.82	130,179.13	10,113.31
432	31371M6D0	FN 256212	Frost Bank	0	5.00	04/01/2026		AAA	AA+	AAA	1,200,000	124,004.92	123,780.67	133,105.28	9,324.61
577	3133YMWV0	PHLB	Frost Bank	0	2.38	03/14/2014		AAA	AA-	AAA	2,000,000	2,000,000.00	2,006,980.00	2,020,160.00	13,180.00
579	31418M4E4	FN AD3828	Frost Bank	0	4.00	04/01/2025		AAA	AA+	AAA	2,500,000	622,966.85	633,510.43	662,649.83	29,139.40
627	31353VFN6	PHB 2634 PA	Frost Bank	xx	3.00	02/15/2023		AAA	AA-	AAA	1,000,000	44,638.55	44,633.90	45,243.67	609.77
674	31375XJ3	FN 357573	Frost Bank	xx	5.00	04/01/2033		AAA	AA+	AAA	1,700,000	199,694.19	199,635.06	214,911.38	15,276.32
Total for 13107-Galveston County Treasurer											9,400,000	3,112,118.05	3,128,605.88	3,206,451.29	77,845.41

10/10/13

10/10/13

10/10/13

pur

10/10/13

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10/10/13

BX

10/10/13

10/10/13

10/10/13

MV

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

9/26/2013 9:00 AM
1.800.922.9850 | mcplanning.com

Texas First Bank
Texas City, TX

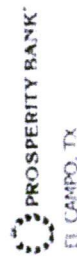
Pledge Security Listing

September 30, 2013

MCPlanning

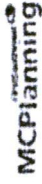
ID	CUSIP	Description	Safeguarding Location	Safeguarding Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	FASB115	Face Amount	Current Par	Book Value	Market Value	Gain(Loss)
13116-Galveston County																
341	31287HRW2	FG G18008	Frost Bank	0	4.00	05/01/2024		AAA	AA+	AAA	AFS	1,000,000	181,287.85	182,567.75	191,204.29	8,636.54
599	31287LHY1	FG C61147	Frost Bank	XX	5.50	12/01/2031		AAA	AA+	AAA	HTM	1,000,000	14,850.85	14,775.01	14,850.85	75.84
623	36712TWS8	GN 547957	Frost Bank	XX	6.00	11/15/2031		AAA	AA+	AAA	AFS	1,000,000	64,756.81	64,580.89	69,879.88	5,298.99
637	31287HRW2	FG C62301	Frost Bank	XX	5.50	01/01/2032		AAA	AA+	AAA	AFS	1,000,000	41,584.59	41,134.64	44,275.63	2,940.99
662	31371W481	PN 256855	Frost Bank	XX	5.50	08/01/2027		AAA	AA+	AAA	HTM	1,015,000	90,536.15	90,363.97	98,286.04	7,922.07
667	31287T721	FG C31084	Frost Bank	XX	5.50	07/01/2027		AAA	AA+	AAA	HTM	1,125,059	219,293.61	219,266.35	236,771.30	17,504.95
668	31287H5E7	FG 06245	Frost Bank	XX	5.00	10/01/2021		AAA	AA+	AAA	HTM	1,100,000	77,400.75	77,389.49	83,504.88	6,115.39
Total for 13116-Galveston County												7,240,059	699,710.61	690,278.10	738,772.87	48,494.77

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.



Pledge Security Listing

September 30, 2013



ID	CUSIP	Description	Safeskeeping Location	Safeskeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	FASB115	Face Amount	Current Par	Current Book Value	Market Value	Gain(Loss)
FORT BEND COUNTY																
2061	31402RS39	PNMA 735921	PHLB	X	5.00	10/01/2020		AAA	AA+	AAA	HTM	81,980,000	9,176,392.98	9,181,735.11	9,834,820.19	653,085.08
2115	31402S978	PNMA 735647	PHLB	X	5.00	12/01/2017		AAA	AA+	AAA	HTM	74,914,600	6,474,005.86	6,476,636.64	6,847,233.14	370,596.50
2165	31410QW49	PNMA 880828	PHLB	X	5.00	10/01/2018		AAA	AA+	AAA	HTM	61,261,850	8,396,376.83	8,401,669.12	8,873,387.18	474,718.06
2167	31410KW34	PNMA 889366	PHLB	X	4.50	12/01/2019		AAA	AA+	AA+	HTM	276,113,032	56,181,400.67	56,071,247.07	59,813,192.22	3,761,945.15
2170	31412KL34	PNMA 885896	PHLB	X	5.00	10/01/2021		AAA	AA+	AAA	HTM	76,386,135	14,768,985.86	14,769,692.40	15,776,949.93	959,277.53
2177	31402DF54	PNMA 725677	PHLB	X	4.50	06/01/2015		AAA	AA+	AAA	HTM	63,007,072	6,895,285.41	6,882,767.10	7,294,796.97	402,529.87
2410	31410GN42	PNMA 888701	PHLB	X	4.50	08/01/2022		AAA	AA+	AAA	HTM	33,154,417	6,013,056.22	6,052,982.42	6,451,302.55	398,320.14
2469	31417YB1	PNMA 88577	PHLB	X	3.50	11/01/2020		AAA	AA+	AAA	HTM	98,000,000	38,171,636.96	38,728,457.76	40,316,885.07	1,587,427.30
2472	31416D41	PNMA A82045	PHLB	X	3.50	01/01/2022		AAA	AA+	AAA	HTM	10,491,748	4,911,184.58	4,941,669.31	5,187,143.15	245,523.64
2493	31417AD35	PNMA A83174	PHLB	X	3.00	10/01/2021		AAA	AA+	AAA	HTM	49,507,730	27,618,409.86	28,163,447.35	29,609,910.78	446,463.43
3331	3128M2713	PNMA G18458	PHLB	X	2.50	06/01/2027		AAA	AA+	AAA	HTM	110,000,000	71,940,817.30	71,358,344.26	71,645,859.94	(1,712,687.32)
3334	31417DH3	PNMA A85567	PHLB	X	2.50	07/01/2027		AAA	AA+	AAA	HTM	150,454,755	116,926,964.53	119,504,943.49	116,529,412.84	(3,975,530.62)
Total for FORT BEND COUNTY													367,474,521.01	377,534,292.02	377,142,963.95	4,608,671.93

Total Deposits as of 09/30/13: \$250,558,863.83

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EXHIBIT E

Tracker
 Galveston County
 Date To Date
 TEXAS Earnings and Yields Summary Report for the YEAR(10/1/12-9/30/13)
 Report Format: By Totals
 Group By: Security Type
 Portfolio / Report Group: All Portfolios
 Begin Activity Date: 9/30/2012, End Activity Date: 9/30/2013, Carrying Value Date: 9/30/2012

Description	Interest/Dividends	Ending YTM @ Cost
Cash	824,234.74	0.749
Money Market	306,413.52	0.75
Total / Average	1,130,648.26	0.75

Walsh, Kevin

From: McDowell, Patrick [pmcdowell@viningsparks.com]
Sent: Tuesday, November 12, 2013 9:16 AM
Subject: Short New Issue Agencies (Bullets & Callables)

Below you will find new issue offering inside of 3yrs for November settle...

CALLABLES

FHLB 2yr/nc3mo/cont call @ 0.375%

- \$100 offering
- 11/27 settle

FHLMC 2.5yr/nc6mo/1x call @ 0.53%

- \$100 offering
- 11/27 settle

FNMA 3yr/nc1yr/1x call @ 0.70%

- \$100 offering
- 11/18 settle

FFCB 3yr/nc1yr/cont call @ 0.70%

- \$100 offering
- 11/14 settle

BULLETS

FFCB 2yr bullet @ 0.33%

- \$100 offering
- 11/13 settle

Thanks,
Patrick



Patrick McDowell
800-786-1247

INTENDED FOR INSTITUTIONAL INVESTORS ONLY. The information included herein has been obtained from sources deemed reliable, but it is not in any way guaranteed, and it, together with any opinions expressed, is subject to change at any time. Any and all details offered in this publication are preliminary and are therefore subject to change at any time. This has been prepared for general information purposes only and does not consider the specific investment objectives, financial situation and particular needs of any individual or institution. This information is, by its very nature, incomplete and specifically lacks information critical to making final investment decisions. Investors should seek financial advice as to the appropriateness of investing in any securities or investment strategies mentioned or

PFM Asset Management LLC Direct Purchase of Certificates of Deposit



TexasTERM-CD Purchase Program

November 4, 2013

Benefits to Participants:

- FDIC-insured CDs
- Competitive Rates, Flexible Terms
- Total investment amount will not exceed FDIC insurance limits per financial institution

- Access to Banks Nationwide
- Purchase funded directly from entity's existing TexasDAILY account
- Investments made directly in the entity's name; not a pooled investment

Call Toll-Free 1-866-839-8376, Press 2

Rates as of November 4, 2013*

<u>Maturity</u>	<u>Date</u>	<u>Net Rate</u>	<u>Purchase Par of 4 CDs</u>
91 Days	February 3, 2014	0.06%	\$992,000
120 Days	March 4, 2014	0.06%	\$992,000
182 Days	May 5, 2014	0.28%	\$992,000
270 Days	August 1, 2014	0.34%	\$992,000
365 Days	November 4, 2014	0.45%	\$992,000

*Subject to availability. **Rates represent the average of 4 CDs in an amount such that the total value of each CD (including interest) will not exceed applicable FDIC insurance limits per financial institution, assuming no pre-existing deposits with that financial institution. Other amounts & maturities are available.**

Rates are market rates, subject to change and net of applicable advisory fees and other expenses. They are quoted on a 365/366 day basis; interest is simple, payable at maturity. Once a CD is purchased, the rate is locked in for the full term of the investment and there may be a penalty for early redemption. The minimum investment is \$97,000; the maximum investment is an amount such that the total value of the CD (including interest) will not exceed applicable FDIC insurance limits per financial institution. A description of the TexasTERM-CD Purchase Program is contained in the TexasTERM Information Statement. The Information Statement contains important information and should be read carefully before investing. Investors may purchase Certificates of Deposit through the TexasTERM-CD Purchase Program only by executing an investment advisory agreement with the Program's Investment Adviser, PFM Asset Management LLC.

This information is for institutional investor use only, not for further distribution to retail investors, and does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the Pool's investment objectives, risks, charges and expenses before investing. This and other information about the Pool is available in the Pool's Information Statement, which should be read carefully before investing. A copy of the Pool's Information Statement may be obtained by calling 1-866-839-8376 or is available on the Pool's website at www.texasterm.net. While TexasDAILY seeks to maintain a stable net asset value of \$1.00 per share and TexasTERM seeks to achieve a net asset value of \$1.00 per share at its stated maturity, it is possible to lose money investing in the Pool. An investment in the Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Shares of the Pool are distributed by **PFM Fund Distributors, Inc.**, member Financial Industry Regulatory Authority (FINRA) (www.finra.org) and Securities Investor Protection Corporation (SIPC) (www.sipc.org). PFM Fund Distributors, Inc. is a wholly owned subsidiary of PFM Asset Management LLC.



TexasTERM-CD Purchase Program

November 4, 2013

Benefits to Participants:

- FDIC-insured CDs
- Competitive Rates, Flexible Terms
- Total investment amount will not exceed FDIC insurance limits per financial institution
- Access to Banks Nationwide
- Purchase funded directly from entity's existing TexasDAILY account
- Investments made directly in the entity's name; not a pooled investment

Call Toll-Free 1-866-839-8376, Press 2

Rates as of November 4, 2013

91 Days	120 Days	150 Days	182 Days	210 Days	240 Days	270 Days	302 Days	330 Days	365 Days
0.10%	0.10%	0.30%	0.33%	0.34%	0.35%	0.35%	0.35%	0.45%	0.55%

**Subject to availability. Rates represent one CD in an amount such that the total value of the CD (including interest) will not exceed applicable FDIC insurance limits, assuming no pre-existing deposits with that financial institution. Other amounts & maturities are available. Rates on larger deposits may be lower.*

Rates are market rates, subject to change and net of applicable advisory fees and other expenses. They are quoted on a 365/366 day basis; interest is simple, payable at maturity. Once a CD is purchased, the rate is locked in for the full term of the investment and there may be a penalty for early redemption. The minimum investment is \$97,000; the maximum investment is an amount such that the total value of the CD (including interest) will not exceed applicable FDIC insurance limits per financial institution. A description of the TexasTERM-CD Purchase Program is contained in the TexasTERM Information Statement. The Information Statement contains important information and should be read carefully before investing. Investors may purchase Certificates of Deposit through the TexasTERM-CD Purchase Program only by executing an investment advisory agreement with the Program's Investment Adviser, PFM Asset Management LLC.

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AGENDA ITEM #7.



COUNTY OF GALVESTON

On this the 26th day of November, 2013, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge
Ryan Dennard, Commissioner, Precinct No. 1
Kevin O'Brien, Commissioner, Precinct No. 2
Stephen Holmes, Commissioner, Precinct No. 3
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, on November 30, 2013, after 25 years of devoted public service, **Jane Cherry** one of the County's most dedicated and respected employees will retire from her position as an **Administrative Assistant** within the **County Judge's Office**; and

Whereas, **Jane's** duties over these years were many and diverse she consistently performed them flawlessly and professionally. **Jane** is "BOI" born on the island and began her career on September 29, 1988 for Galveston County. She worked with Commissioner Eddie Barr for sixteen years and then from 2004 to 2012 Jane worked with Commissioner Patrick Doyle where she faithfully executed her duties. **Jane** began a new journey in 2013 when she was transferred to the **County Judge's Office**; and

Whereas, **Jane** also endeared herself to her co-workers: As a faithful, loyal and untiring employee who always took her many duties and responsibilities seriously **Jane's** unparalleled abilities were vital to the efficiency of the Department. Jane has always had a kind voice, a sweet smile and she steered people in the right direction; and

Whereas, while we understand that all good employees must move on, we also note **Jane's** retirement with a corresponding measure of sadness; a person of her integrity, wisdom, and commitment to public service is rare indeed; and

Whereas, the **Commissioners' Court of Galveston County** wishes to express its appreciation to **Jane Cherry** for her many years of assisting the people of Galveston County.

Now, Therefore Be it Resolved, that the **Commissioners' Court of Galveston County** issues this Resolution of Appreciation to **Jane Cherry** in acknowledgement of her many years of stellar public service to the citizens of Galveston County.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on the 26th day of November, 2013.

Attest:

County of Galveston, Texas

By:

Dwight D. Sullivan, County Clerk

Mark A. Henry, County Judge

Ryan L. Dennard, Comm., Pct. #1

Stephen D. Holmes, Comm., Pct #3

Kevin D. O'Brien, Comm., Pct. #2

Kenneth Clark, Comm., Pct #4

AGENDA ITEM #8.



COUNTY OF GALVESTON

On this the 26th day of November, 2013, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge
Ryan Dennard, Commissioner, Precinct No. 1
Kevin O'Brien, Commissioner, Precinct No. 2
Stephen Holmes, Commissioner, Precinct No. 3
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight Sullivan, County Clerk

when the following proceedings, among others were had, to-wit:

Whereas, the members of **Commissioner's Court** note that effective November 30, 2013, **Detective Claude W. "Bill" Collins** will officially retire from the Galveston County Sheriff's Office; and

Whereas, **Bill** first began his law enforcement career as a deputy sheriff assigned to the Corrections Division on May 27, 1987. **Bill** advanced his career with his first assignment to the Patrol Division where he developed a valued depth of knowledge about the community. **Bill** continued to expand his knowledge of law enforcement when he was assigned to the Warrant Division with an assignment to the United States Marshal's Service Gulf Coast Violent Offender's Task Force. He is and continues to be well known not only to the scofflaws that feared him but also to the solid citizens of Galveston County who hold him in high regard. In January, 2009, he began a new chapter with the Sheriff's Office with his assignment to the Criminal Investigations Division, taking a role as a Major Crimes Investigator. The knowledge **Bill** has developed during his years with the Patrol Division and the Warrant Division proved to be a tremendous asset.

Whereas, since he first began his career in law enforcement over twenty-six (26) years ago, **Bill's** conscientiousness and dedication to duty have been substantial factors in ensuring the successful execution of whatever responsibilities that came his way. He always stood ready to perform whatever task he was assigned in a competent and willing manner. Additionally, **Bill** always took time to serve as a coach and a mentor to those with whom he worked, sharing his vast experiences and helping to encourage others to perform beyond what they thought they might be capable of; and

Whereas, **Bill's** retirement, because of his skill, integrity, and dedication to duty, will certainly leave a void in the hearts of the people he has served with for so long and so well. His versatility and creativity have doubtlessly improved the operations of the Galveston County Sheriff's Office, and his daily presence will be missed by all of those who have had the privilege and honor of serving with him. It is indeed appropriate at this time to publicly honor him and recognize his many contributions to the citizens of Galveston County.

Now, Therefore, Be it Resolved, that the **Commissioner's Court of Galveston County, Texas** hereby pays tribute to **Detective Claude W. "Bill" Collins**, and on behalf of all the citizens of Galveston County, thanks him for his many years of outstanding public service and extends to him its warmest best wishes for continued success and happiness for years to come.

Be it Further Resolved, that a copy of this Resolution is spread upon the minutes of this Court and the Original hereof be furnished to **Detective Claude W. "Bill" Collins** in appreciation of his over 26 years of continuous public service.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this the 26th day of November, 2013.

Attest:

County of Galveston, Texas

By:

Dwight D. Sullivan, County Clerk

Mark A. Henry, County Judge

Ryan L. Dennard, Comm., Pct. #1

Stephen D. Holmes, Comm., Pct #3

Kevin D. O'Brien, Comm., Pct. #2

Kenneth Clark, Comm., Pct #4

AGENDA ITEM #9.



COUNTY of GALVESTON
LEGAL DEPARTMENT
COUNTY COURTHOUSE

722 MOODY STREET 5THFLOOR • GALVESTON, TEXAS 77550

ROBERT B. BOEMER
BARRY C. WILLEY
MYRNA S. REINGOLD

November 20, 2013

Hon. Mark Henry
Hon. County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: Claim for Damages
Claimant: Chris Longoria
Amount: \$185.00
Date of Claim: September 27, 2013

Gentlemen:

This is to inform you that a full and final settlement of the above referenced claim has been made.

The facts underlying this claim are that on or about the above referenced date claimant's window was damaged by debris thrown from a mower while employees of the Galveston County Road and Bridge Department were performing maintenance work near the claimant's residence. The incident caused damages in the amount of \$185.00. The settlement amount represents the full amount of property damages of \$185.00. The necessary release will be obtained before the funds are released.

By copy hereof, I am forwarding the County Purchasing Agent the necessary paperwork to begin preparation of the check. Should you have any questions, please call.

Sincerely,

A handwritten signature in black ink that reads "Barry C. Willey".

Barry C. Willey

BCW/mfa

cc: Mr. Layne Harding
Mr. Rufus Crowder, Purchasing Dept.

AGENDA ITEM #10.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 10/15/13		2. Contract Type: Expense Revenue Other			3. Renewal Contract: Yes / No		
4. Department Name: Parks & Senior Services				5. Department Contact: Jennifer Krupa			
6. Description: Interlocal Agreement with the City of League City to provide congregate meal service for FY-14							
7. IFAS PEID No: 33241		8. IFAS Req No: N/A		9. Orgkey: N/A		10. Object Code: N/A	
11. Vendor: City of League City				12. Vendor Contract No: CM13102			
13. Requested Legal Review: No; Legal drafted the original agreement for signatures Yes / No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Congreg Particip Contr	2921451121	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
22. Totals:		50	50	50	50	50	50
To Be Completed By Purchasing Department							
Contract Start Date: 10/1/13		Auto Renewal Contract: Yes / No <input checked="" type="radio"/> Yes <input type="radio"/> No		Bid No: N/A			
Contract End Date: 9/30/14		Contract # Issued By Purchasing: CM14017					

Approved By:	Signature	Date
Department Head:		11/15/13
Purchasing Agent:		11-15-13
County Legal:		11/15/2013
Contract listed in Budget Documentation: YES NO		
County Budget Office:		11/15/2013
Budget Available and Funds are/will be Available: YES NO		
County Auditor:		11/18/13



Galveston County Parks & Senior Services Congregate Meal Service Agreement

This agreement is by and between Galveston County, Galveston County Department of Parks and Senior Services and the City of League City (authorized agents named below). The purpose for this agreement is to allow the City of League City to provide congregate meal service for eligible clients.

The parties agree that City of League City will have congregate meal service as described below:

Effective Date: October 1, 2013

Eligible for renewal? Yes; terms - annually on October 1 and dependant on award of H-GAC grant.

Facility: Eastern Regional Park

Days of the week:

- **Monday, Tuesday and Thursday**

Galveston County Parks & Senior Services will:

- Be responsible for scheduling the delivery of the congregate meal service via approved food vendor to City of League City.
- Provide the authorized contact a list of soon to be expired and expired clients on a monthly basis.
- Invoice City of League City for non-eligible meals/units on a quarterly basis.
- Deposit program income collected.
- Administer the H-GAC grant paperwork associated with the congregate meal program.

City of League City will:

- Require an organization representative to attend a mandatory Nutrition and Support Services Training provided by H-GAC (date and time T.B.D.).
- Provide Galveston County Parks & Senior Services a copy of your organization's current, valid, Health Permit and Food Handlers Permits.
- Maintain current and valid food handlers and health permits throughout the agreement term and provide Galveston County Parks & Senior Services copies of any new permits.
- Be responsible for calling, emailing or faxing in a completed meal order and verifying receipt of the meal order by 1:30pm, the day prior of congregate meal services.
- Complete assessments by prescribed deadlines and remit assessments once complete to Galveston County Parks & Senior Services, Data Entry Technician.

- Collect congregate meal program income daily and deliver monthly income to Galveston County Parks & Senior Services Department within the first three days of the month, for income collected the previous month.
- Reimburse Galveston County for any meals/units served to non-eligible clients at a rate of \$6.59 per meals/unit. Non-eligible meals will be invoiced to City of League City quarterly and reimbursement from City of League City will be made to "Galveston County Parks & Senior Services Department", 4102 Main Street, La Marque, TX 77568.
- Inform the Galveston County Parks & Senior Services Division when the congregate meal service is not needed, at least 48 hours in advance of non-usage.

This agreement:

- Is non-transferable;
- Constitutes the entire Agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements;
- May not be amended or waived, in whole or in part, except in writing signed by both parties;
- Can be terminated should any obligation failed to be fulfilled in this agreement or for the convenience of any party. Either party may cancel this agreement, in writing with at least 30 calendar days notice.

In Witness Whereof the parties have executed this Agreement effective on the date listed below.

Galveston County

Mark A. Henry, County Judge

ATTEST:

Dwight Sullivan, County Clerk

City of League City

Michael W. Loftin, City Manager

ATTEST:

City Secretary

Signature: J Krupa

Date: 11-15-13

Galveston County Parks & Senior Services, Programs Manager

Jennifer Krupa

4102 Main Street

La Marque, TX 77568

Signature: Lydia Rodriguez

Date: 10/21/13

Primary Representative, Name: Lydia Rodriguez

(print)

Address: 2105 Dickinson Avenue

City, State Zip: League City, TX 77573

Phone: 281-554-1183

Email: lydia.rodriguez@leaguecity.com

Signature: Kenny Walsh

Date: 10/21/13

Alternate Representative, Name: Kenny Walsh

(print)

Address: 2105 Dickinson Avenue

City, State Zip: League City, TX 77573

Phone: 281-554-1185

Email: Kenny.walsh@leaguecity.com

AGENDA ITEM #11.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department								
1. Date of Request:	11/19/2013	2. Contract Type:	<u>Expense</u>	Revenue	Other	3. Renewal Contract: Yes / <u>No</u>		
4. Department Name:			Information Technology		5. Department Contact:			Matt Votaw
6. Description:								Research Development and Consulting Services Subscription
7. IFAS PEID No:		8. IFAS Req No:		9. Orgkey:		10. Object Code:		
715021				1159100		5481000		
11. Vendor:			Info Tech Research Group		12. Vendor Contract No:			
13. Requested Legal Review: Yes / <u>No</u> (Explain if No)			Subscription, no contract					
Expenditure Budget / Revenue Projections								
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected	
Contract Services	5481000	40,000.00	14,885.00					
22. Totals:		40,000	14,885					
To Be Completed By Purchasing Department								
Contract Start Date:		Auto Renewal Contract: Yes / <u>No</u>		Bid No:				
11/26/13				N/A				
Contract End Date:		Contract # Issued By Purchasing:						
11/25/14		CM14075						

DIR-SDD-2497

Approved By:

Signature

Date

Department Head:

Purchasing Agent:

County Legal:

Contract listed in Budget Documentation: Yes / No

County Budget Office:

11-19-2013

EVOLVE YOUR IT TEAM

from
**FIRE
FIGHTERS**

to
**INNOVATION
CHAMPIONS**



Join more than 30,000 IT professionals worldwide who are making this transition using the collective strength of their peers and the insight of Info-Tech Research Group

PROPOSAL:

IT Research and Advisory Membership Services

Prepared for:

Matt Votaw
County of Galveston

Prepared by:

Jeremy Gatten
Info-Tech Research Group

Email: jgatten@infotech.com
Fax: +1-519-432-2506
Phone: 1-888-670-8889 ext. 2953

Date:

November 19th, 2013

Valid Until:

December 19th, 2013

Info-Tech Research Group Welcomes County of Galveston

Dear Matt,

On behalf of our entire team, I would like to welcome County of Galveston to Info-Tech Research Group. We proudly serve over 30,000 IT professionals worldwide, helping their IT teams evolve from fire fighters to innovation champions.

Your Info-Tech IT Research and Advisory membership will provide your IT team with powerful daily access to a wide range of services, focused on helping you achieve measurable results. An overview of our services and your membership details are outlined in this proposal.

We thank you and look forward to working with you and your team members at County of Galveston. Should you have questions at any time, please contact me directly at your convenience.

Sincerely,

Jeremy Gatten
jgatten@infotech.com
 1.888.670.8889 Ext. 2953

P.S. To get started on your membership, just give me a call and I can take you through our most popular services.

Recommended Membership Services

Based on our discussions and needs analysis, here are our recommended IT Research and Advisory Services for your **Silver Membership**.

Access	Silver Team
Benchmarking & Diagnostics	✓
Tools & Resources	✓
Info-Tech Exchange Event Tickets (Available to IT Leaders Only: CIO, VP & Director)	✓
Process & Governance (Applications, Infrastructure)	✓
Projects & Technology (Applications, Infrastructure)	✓
Process & Governance (Strategy & Leadership)	3 users
Projects & Technology (Strategy & Leadership)	3 users
Guided Implementation Programs (Remote Analyst assisted project implementation)	3 users
Predicting the Future	3 users
Peer-to-Peer Networking	✓
Purchase Optimization	✓

Term: 1 Year
Silver Membership: \$14,885.00 USD

About Info-Tech Research Group

Info-Tech Research Group is the world's fastest growing information technology research and advisory company, proudly serving over 30,000 IT professionals. We produce unbiased and highly relevant IT research to help CIOs and IT leaders make strategic, timely and well informed decisions. We partner closely with IT teams to provide everything they need, from actionable tools to analyst guidance, ensuring they deliver measurable results for their organizations.

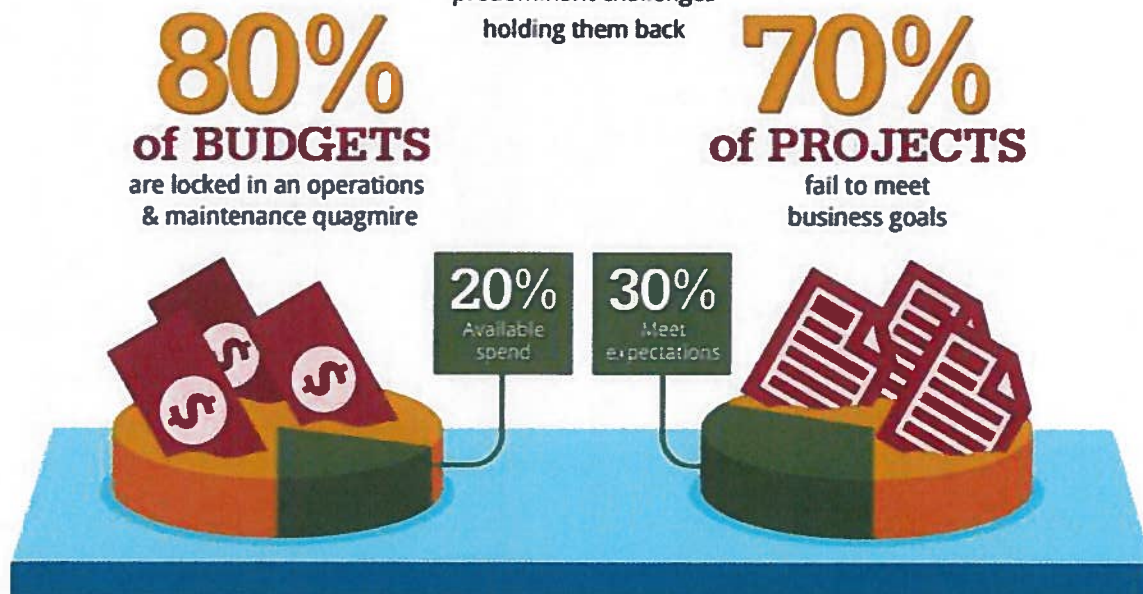
Info-Tech's mission is to help CIOs and their teams:

- **Systematically improve their core processes and governance**
- **Successfully implement critical technology projects**

Since 1997, we have been helping CIOs and their teams successfully tackle their core challenges, and evolve the value IT provides the business.

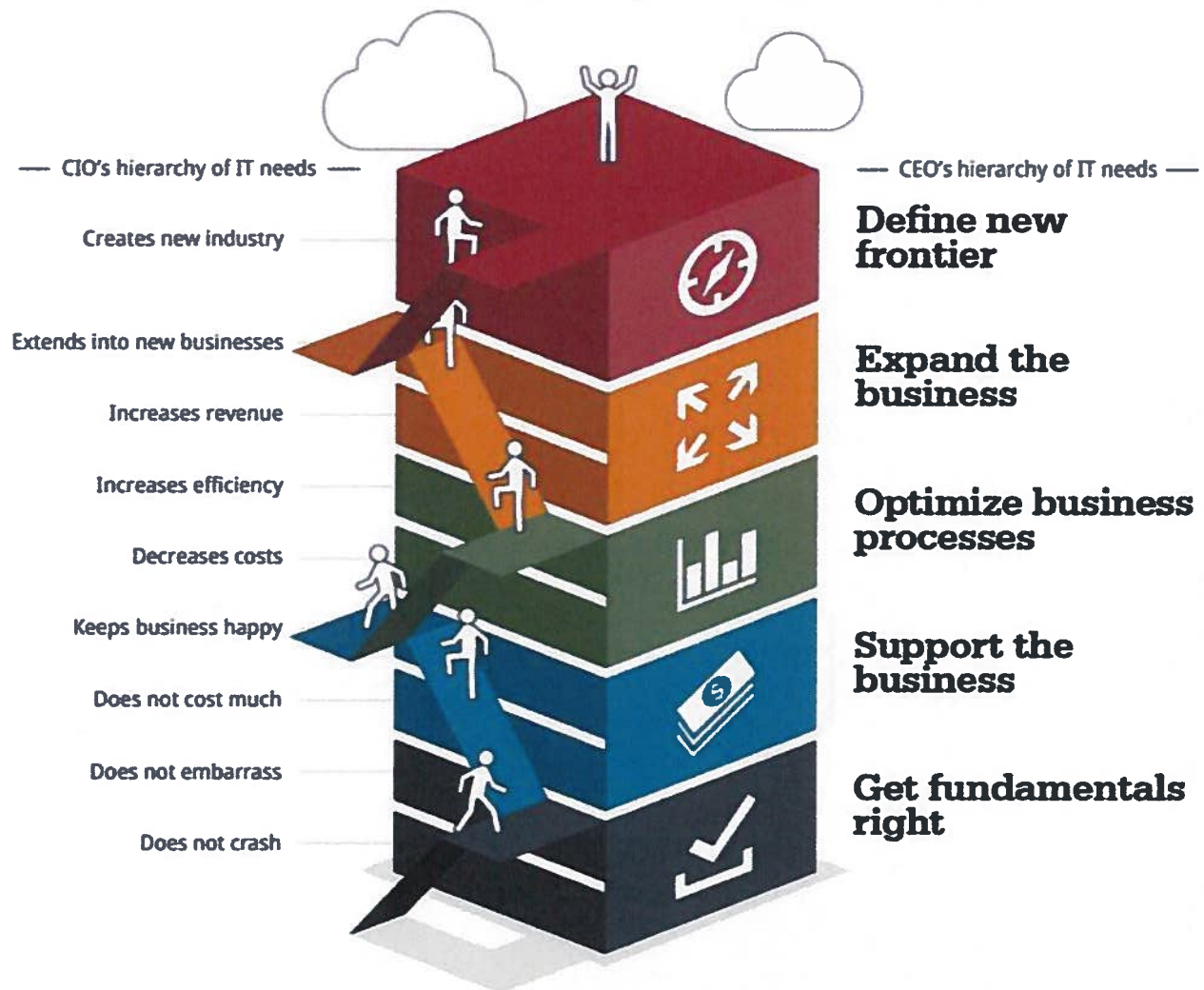
The key challenges IT leaders face

Over the last decade, our members have shared the two predominant challenges holding them back




Info-Tech systematically helps evolve the value IT provides the business

Info-Tech's mission is to help our members conquer their challenges by improving their core IT processes, and by actively assisting in delivering on their key projects...




Implementation assistance, the evolution of research

BETTER RESEARCH THAN ANYONE



TECHNOLOGY

Helping you
implement key
technology projects
NOT just providing
more written reports
on topics and more
for you to read



PROCESS

A comprehensive
and connected
framework to
systematically
harness the chaos
and drive sustainable
IT improvement



REPORTS

Less reports to
read & more help
implementing



Guided project
implementation,
NOT 30-minute
calls



High impact, low
effort experiences,
programs that
create your
deliverables
for you



Consulting quality
deliverables,
step-by-step
methodologies
that get used
not just read



Always
delivering
**MEASURABLE
RESULTS**

Harness the insight & experience of 30,000+ IT professionals

Organizations in all industries and all sizes turn to and trust Info-Tech
to help build their operational capabilities



IT Research & Advisory Memberships

What We Cover:

Info-Tech provides valuable resources to help you systematically improve your core processes and governance, and successfully implement critical technology projects. You get access to thousands of resources in coverage areas including:

Projects & Technology:



- **Applications**
 - Systems Integration
 - Enterprise Applications
 - Information Management
 - Collaboration & Productivity Apps
 - Customer Engagement & Commerce



- **Infrastructure**
 - Infrastructure Optimization and Management
 - Network & Communications
 - Security



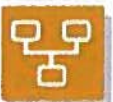
- **Strategy & Leadership**
 - Enterprise Technologies
 - Trending Technologies

To view full taxonomy, visit [Projects & Technology](#)

Process & Governance:



- **Applications**
 - Application Selection & Development
 - Project Management Office
 - Application Maintenance
 - Architecture



- **Infrastructure**
 - Operations
 - Security & Risk Management
 - Compliance



- **Strategy & Leadership**
 - Strategy & Governance
 - Architecture
 - Value & Performance
 - Innovation
 - Leadership & People

To view full taxonomy, visit [Process & Governance](#)

Build a World Class IT Operation

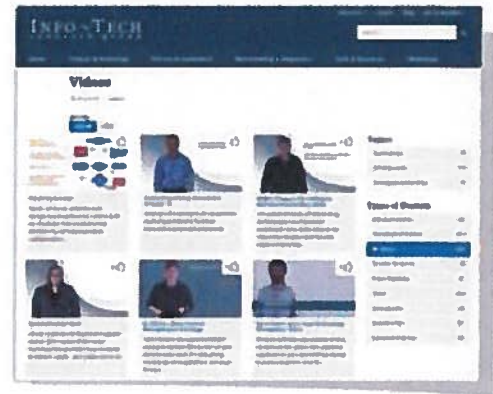
Info-Tech provides a systematic process to assist you in developing core processes and governance, based on the proven COBIT 5 framework. Each of the categories below (e.g. Value & Performance) represents a collection of World Class best practices aimed at a specific role/capability within the IT organization. Under each category, you'll find a full curriculum of actionable blueprints to build your capabilities to world class levels.

World Class Operations Framework



Tools & Resources:

- **Industry Research**
Evaluate vendors and products specific to the industry
- **Peer to Peer Networking**
Connect with other IT Professionals
- **Vendor Evaluations**
Find the right vendor for you
- **Purchase Optimization**
Save thousands on your contracts
- **Job Descriptions**
Over 130 job descriptions, ready to use
- **Videos**
Over 200 learning videos, from email reduction to crafting a web content management strategy
- **Templates & Policies**
Over 485 ready-to-go templates and policies on everything from Incident Response and Recovery Process Flows to Document Management Checklist
- **Tools**
Over 635 tools from Financial Management Solutions Vendor Shortlist Tool to Enterprise Service Desk Vendor Shortlist Tool



Info-Tech Video Library

Info-Tech Exchange

Harness the power of a highly collaborative information exchange. Designed exclusively for CIOs and IT leaders, Info-Tech Exchange is an engaging forum to share IT strategies, ideas and insights. As an Info-Tech member, you will be invited to attend this dynamic event.

Info-Tech Exchange has been highly praised by CIOs and IT leaders who have attended this insightful event, held in over 15 locations to date including New York City, Orlando, Chicago, Minneapolis, Toronto and Washington, DC.

Check out our upcoming schedule, and be sure to attend Info-Tech Exchange in the city nearest you!



Benchmarking & Diagnostics

Info-Tech provides valuable benchmarking and diagnostics tools to provide valuable guidance in critical decision-making and business planning. Here are some of the most popular tools now available, with many more under development.

1. IT Budget Metrics and Benchmarking

Easily see if your spending is in line with your industry (and similar organizations) with instant custom metrics simply by completing the MeasureIT survey. You have access to over 100 unique metrics that make great supporting data when it's time to get approvals. This valuable data is impossible to find anywhere else.

2. Staffing Metrics and Benchmarking

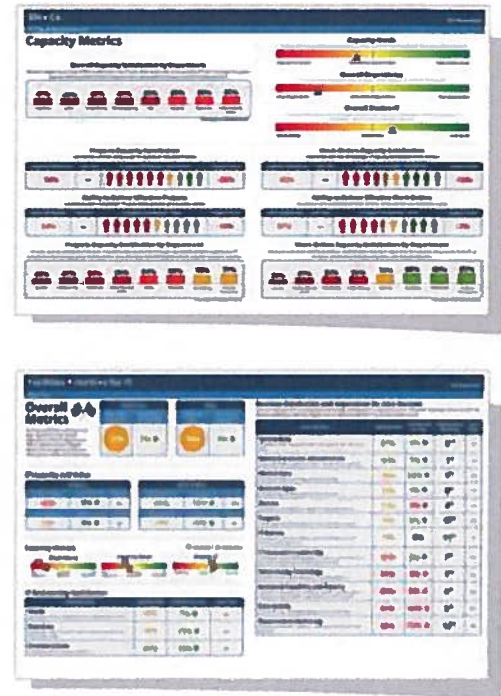
Determine if your staffing practices are aligned with those of your peers. Compare your custom benchmarking results against your peers and your industry. Your results are generated instantly once you complete the MeasureIT survey.

3. CIO Business Vision

Understanding the needs of your stakeholders is critical to effective stakeholder management, and running a successful IT department.

Info-Tech's CIO Business Vision is an insightful business satisfaction and value measurement engine. This low effort, high impact program will give you detailed report cards on your organization's satisfaction with IT's core services. Use these insights to:

- Find out what is most important to business and to key stakeholders
- Build credibility within your organization
- Improve interactions with key stakeholders
- Focus on what's most important to your organization
- Get the most value out of resources



CIO Business Vision

Watch for more benchmarking tools coming soon!

Predicting the Future

Gain access to unmatched strategic insights with Predicting the Future. Mark Anderson, Info-Tech Research Fellow and CEO of Strategic News Service™, writes the most accurate predictive reports covering the computing and communications industries.

Predicting the Future is the world's most reliable source of advanced information on technology and economics. Your Silver Membership provides access to this must-have information resource for 3 users in your organization.

Mark Anderson's predictive reports have an unmatched publically graded prediction rate of over 94% and are actively followed by: Bill Gates, Michael Dell, Paul Jacobs and many other global industry leaders. Take advantage of this powerful resource for strategy development and business technology planning.



Contract Review - Purchase Optimization

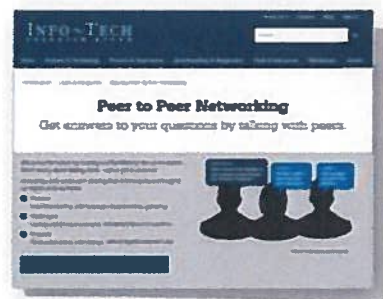
Make sure you're getting the right deal, whether you're purchasing or renewing. As part of your Silver Membership, our analysts will help you optimize your purchase. We will apply a five-point inspection to your deal, reviewing licensing, specs and feature, terms of service, cost per unit and discount levels.

You'll join a conference call with our analysts to go through the custom report you receive, detailing all of our recommendations on how to reduce costs, mitigate risks and optimize your solution.



Peer to Peer Networking

Connect with other IT professionals to get answers to critical questions and gain valuable insights. Your Silver Membership lets you join the conversation. Find out what your peers are thinking about current industry challenges. Info-Tech hosts and facilitates peer to peer networking. You don't even have to take notes – we take care of everything for you!



How We Deliver

Info-Tech's approach and philosophy make us stand apart from traditional Technology Advisors or IT Consultants.

How we help members evolve and improve

Info-Tech provides consulting quality deliverables, with the development costs shared across the full membership. Your team builds their capabilities at a fraction of the cost of traditional consulting.



Process & Project Blueprints

The research analysts at Info-Tech Research Group are committed to producing relevant, critical research to help you improve processes and implement IT initiatives successfully. All of our research is road-tested with Info-Tech members to ensure maximum performance.

In June 2013, Info-Tech introduced a new exciting format for our research tools, called Process & Project Blueprints, with all the deliverables you need to put our latest research into action at your organization.

Process & Project Blueprints contain:



- **Best Practice Toolkits**
Step-by-step methodologies, tools & sample deliverables, ready-to-use



- **Guided Implementation (Silver and Gold Memberships)**
Your Info-Tech Membership provides IT members in your organization with direct access to valuable guidance from our experienced Analysts. As part of our Guided Implementation Program, we schedule implementation calls with our analysts at strategically timed intervals to help guide you through Process and Project Blueprints. We'll answer questions, give advice, check the templates as you fill them out, and provide valuable feedback on your deliverables.



A Project Blueprint Page

At any time, you can schedule a call with one of our analysts to discuss their perspective and insights on any of our Process & Project Blueprints you are undertaking. Talk as long as you need to solve challenges quickly. The number of calls is not limited.

(Silver Membership provides 3 user access. Gold Membership provides unlimited access.)



- **On-site Workshops**
2-5 day on-site workshops for critical projects & core processes (at additional cost). Complimentary beta workshops are offered to members on a regular basis – watch your email and register for these exciting workshops!

Solution Sets

Info-Tech also gives your IT team access to hundreds of Solutions Sets. Info-Tech research is created using a tool-based model that incorporates analysis, advice and the tools you need to get things done. You get access to:

- Practical tools and resources packaged in **Solution Sets**:
 - Step-by-step, task-focused guidance for every project
 - All of the tools required to complete the project, in one location
 - **Solution Maps** that connect the tasks within the context of the project, so you can jump in at any point and easily find the right tools

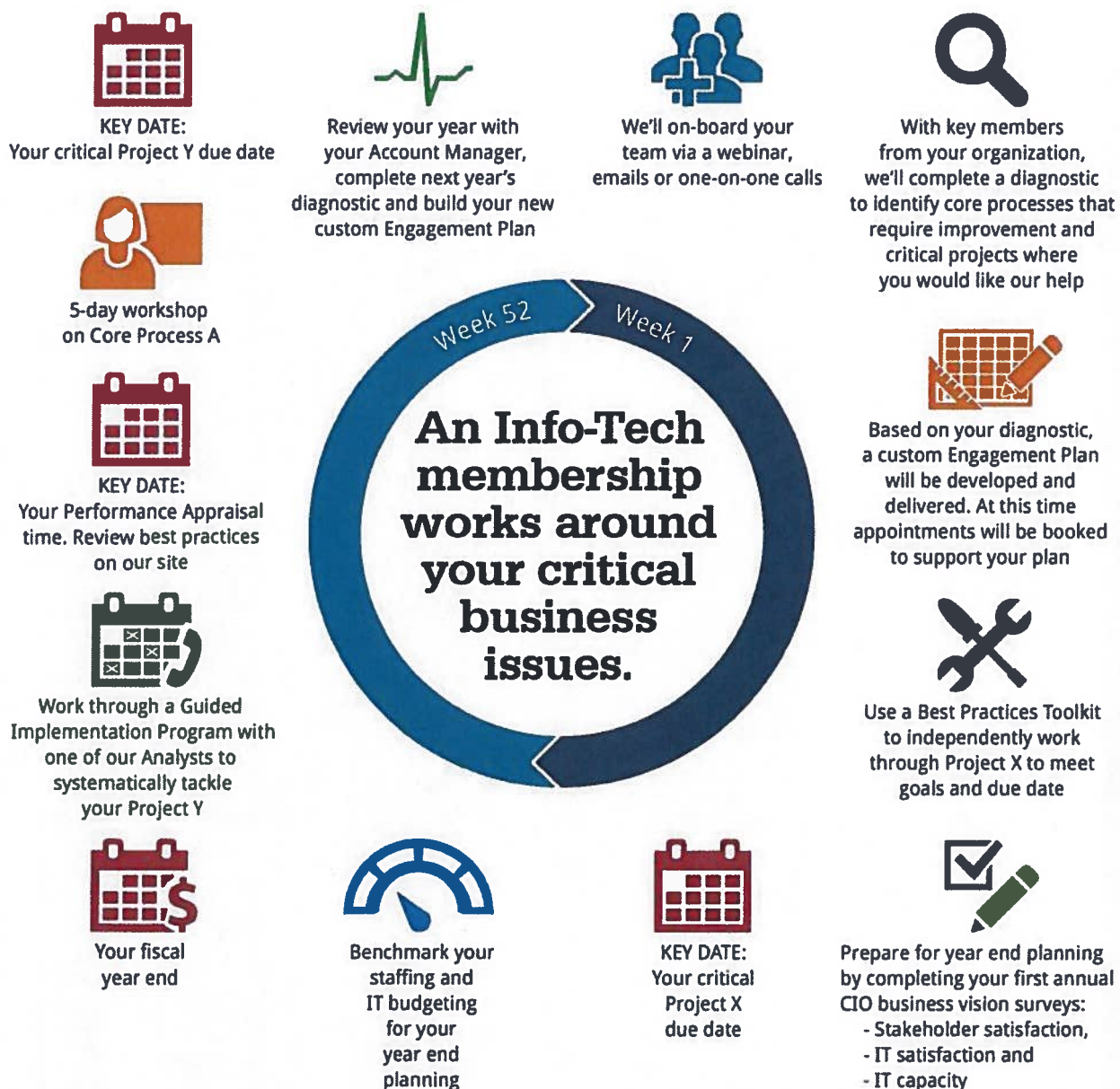
- In the **Solution Map**, we take a holistic view of a project, break it down into individual tasks, and then address those tasks from your point of view.

This unique approach to IT research provides you with the knowledge you require to make critical decisions paired with the tools you need to get the job done.



A year in the life of a member

We work closely with our members throughout the year to maintain their forward momentum



Getting Started

**Getting value from your Info-Tech membership is easy.
Start today.**

- **Log-in to your account at www.infotech.com and set up a passcode to take advantage of the resources.**
- **Introduce Info-Tech to your team.** You can add members directly on the website or you can send the names of your team to your Account Manager to arrange 1-1 or group webinars.
- **Tell us about your key initiatives.** Your account manager will identify how you can use Info-Tech to help your projects succeed.

Contact your Account Manager any time to get more information or to answer your questions.

We thank you and look forward to working with you and your organization.

Additional Services



World Class Operations Workshops

The success of your IT operation is dependent on the development of core processes. Info-Tech provides a dynamic way to enhance your core IT processes, and build a world class operation – by engaging your IT team in innovative 2 or 5-day workshops held on-site at your location.

World Class Operations provides the best practices and implementation support necessary to help an IT leader build a World Class IT Operation. Through a systematic process designed to create measurable results we help you to:

- Analyze your core capabilities
- Leverage best practices research and workshops to continually improve
- Create all the deliverables needed to build your World Class Capabilities



Here's how it works with your Info-Tech Membership:

World Class Operations is designed to help you focus attention, create alignment and ensure that best practices are put to work within your IT organization. We have built a uniquely effective process that is designed to be delivered as a 40 hour high-impact workshop. All of the research, tools, and templates are included with your membership to enable you to conduct your own workshop.

For an additional fee, we will send one of our industry specific World Class Operations Practice leaders on-site to conduct a customized workshop with your team. The Practice Leaders are able to combine their many years of deep experience and the written research to provide an engaging experience that focuses on implementing and getting to measurable results in one week.

Workshops cover a wide range of areas, from Cloud Strategy to IT Strategy.

[Visit the World Class Operations home page](#) for complete program details and outlines of the topics covered.

Consulting Services

Info-Tech's Professional Consulting Services offer a practical approach to your complex IT and business issues. Our consultants have years of real-world experience and access to the expertise of our research analysts, creating a potent combination of analytical thinking and an extensive knowledge base.

A wealth of experience to get you results

Our team of professionals include seasoned IT professionals and CIOs. Info-Tech's experienced consultants work closely with our world-class research staff to develop solutions that work for you.



Our consultants don't just work for you – they work WITH you

Some consultants work in a vacuum, focusing on the theory behind the issues. Info-Tech's consultants work side-by-side with you and your team, for a co-operative approach that delivers results and leaves you with the tools for continued success.

We help you do more with less

We help you manage more efficiently and support your organization's growth, using a structured approach across four major IT focus areas: IT/Business Alignment, Applications, Infrastructure and Risk Management.

Our consulting approach is based on industry best practices, our industry expertise and the current experience of over 30,000 IT professionals in our client based that regularly contribute to our research process.

A proven consulting process

Info-Tech utilizes a four stage consulting process:

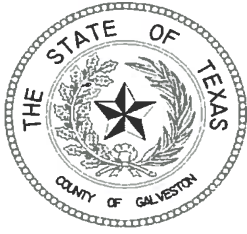
- **Benchmarking**
Find out how you measure up. Compare yourself with your peer group. Understand how end users perceive your IT services.
- **Assessment**
Evaluate the current state of your IT operations. We help you understand your existing challenges and opportunities, as you work to increase process efficiency and contribute more resources to value creation.
- **Optimization**
We help you address your operational challenges and take advantage of opportunities identified in the assessment stage, enabling you to make the most of your existing resources.
- **Development**
The final stage focuses on reinvention and strategic planning. Here, we define how to do more with less: defining a dynamic strategic direction for your IT department that aligns with your organization's fast-changing business strategy.

Harness the insight and experience of 30,000+ IT professionals.

We welcome you to join Info-Tech Research Group today.

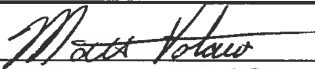

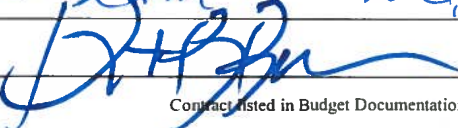
www.infotech.com

AGENDA ITEM #12.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 11/14/2013		2. Contract Type: Expense Revenue Other			3. Renewal Contract: Yes No		
4. Department Name: Information Technology				5. Department Contact: JJ Allen			
6. Description: OSSI annual maintenance renewal.							
7. IFAS PEID No: 707408		8. IFAS Req No: CR401680		9. Orgkey: 1101159100		10. Object Code: 5423500	
11. Vendor: Sungard Public Sector Inc				12. Vendor Contract No:			
13. Requested Legal Review: Yes / No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maintenance of Software	5423500	\$300,000.00	\$229,531.79				
22. Totals:		\$300,000.00	\$229,531.79	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 10/1/13		Auto Renewal Contract: Yes / No		Bid No: N/A			
Contract End Date: 9/30/14		Contract # Issued By Purchasing: CM14072					

Approved By:	Signature	Date
Department Head:		11-18-13
Purchasing Agent:		11/18/13
County Legal:		11/21/2013
Contract listed in Budget Documentation: YES NO		
County Budget Office:		
Budget Available and Funds are/will be Available: YES NO		
County Auditor:		



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 14-Nov-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 15-Nov-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2
1	EA	SOFTWARE MAINTENANCE- OSSI MCT CLIENT FOR DIGITAL DISPATCH; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 162.38	\$ 162.38		
1	EA	SOFTWARE MAINTENANCE- OSSI CLIENT MAPS; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 32.64	\$ 32.64		
1	EA	SOFTWARE MAINTENANCE- OSSI POLICE TO CITIZEN; SERVICE TERM: 10/01/2013 THRU 09/ 30/2014	\$ 2,040.00	\$ 2,040.00		
1	EA	SOFTWARE MAINTENANCE- OSSI FIREHOUSE RMS INTERFACE; SERVICE TERM: 10/01/2013 THRU 9/30/2014	\$ 1,009.80	\$ 1,009.80		
1	EA	SOFTWARE MAINTENANCE- OSSI CLIENT AVL MOBILE LICENSE; SERVICE TERM: 10/01/2013 THRU 9/30/2013	\$ 24.48	\$ 24.48		
1	EA	SOFTWARE MAINTENANCE- OSSI HAND HELD PC MEDICINE DISPENSATION MODULE; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 979.20	\$ 979.20		
1	EA	SOFTWARE MAINTENANCE- OSSI JMS INTERFACE TO NORTHPOINT MEDICAL SCREENING SOFTWARE; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 1,632.00	\$ 1,632.00		
** CONTINUED ON NEXT PAGE ** (1)						

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

MMIT

DHFF

ITSO

Charge to a/c : 11011591005423500

CR#CR401680

Suggested Vendor : SUNGARD PUBLIC SECTOR INC

Vendors Contacted:

#1 _____
#2 _____
#3 _____

I have this date order the above material or services from
Vendor Number : 707408

Quotations obtained by:

☐ Sealed Bids

Contract

☐ Verbal Quotation

Agreed Price

Purchase Order No _____

Date ordered: _____

PURCHASING AGENT



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 14-Nov-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 15-Nov-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- OSSI BASE MODULE	\$ 5,049.00	\$ 5,049.00			
		SERVER SOFTWARE CLIENT; SERVICE TERM:					
		10/01/2013 THRU 09/30/2014					
70	EA	SOFTWARE MAINTENANCE- OSSI MCT CLIENT FOR	\$ 162.38	\$ 11,366.60			
		DIGITAL DISPATCH; SERVICE TERM: 10/01/2013					
		THRU 09/30/2014					
70	EA	SOFTWARE MAINTENANCE- OSSI LICENSE OF	\$ 162.38	\$ 11,366.60			
		INCIDENT/OFFENSE FIELD REPORTING MODULE					
		CLIENT; SERVICE TERM: 10/01/2013 THRU 09/30/					
		2014					
10	EA	SOFTWARE MAINTENANCE- OSSI MOBLAN VERSION;	\$ 81.60	\$ 816.00			
		SERVICE TERM: 10/01/2013 THRU 09/30/2014					
1	EA	SOFTWARE MAINTENANCE- OSSI REVIEW MODULE	\$ 3,672.00	\$ 3,672.00			
		FOR FIELD REPORTING; SERVICE TERM: 10/01/					
		2013 THRU 09/30/2014					
70	EA	SOFTWARE MAINTENANCE- OSSI MOBILE ARREST	\$ 32.64	\$ 2,284.80			
		MODULE; SERVICE TERM: 10/01/2013 THRU					
		9/30/2014					
70	EA	SOFTWARE MAINTENANCE- OSSI MOBILE CLIENT	\$ 32.64	\$ 2,284.80			
		MAPS; SERVICE TERM: 10/01/2013 THRU 09/30/14					
		** CONTINUED ON NEXT PAGE ** (2)					

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

MMIT
DHTF

ITSO

Init/Date

Charge to a/c : 11011591005423500

CR#CR401680

Suggested Vendor : SUNGARD PUBLIC SECTOR INC

Vendors Contacted:

#1 _____
#2 _____
#3 _____

I have this date order the above material or services from
Vendor Number : 707408

Quotations obtained by:

☐ Sealed Bids
☐ Verbal Quotation

Contract
Agreed Price

Purchase Order No _____

Date ordered: _____ 20____

PURCHASING AGENT



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 14-Nov-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 15-Nov-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2
70	EA	SOFTWARE MAINTENANCE- OSSI MOBILE CITATION MODULE; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 81.60	\$ 5,712.00		
70	EA	SOFTWARE MAINTENANCE- OSSI-MFR CLIENT- ACCIDENT REPORTING; SERVICE TERM: 10/01/ 2013 THRU 09/30/2014	\$ 81.60	\$ 5,712.00		
1	EA	SOFTWARE MAINTENANCE- OSSI AVL SERVER HOST LICENSE; SERVICE TERM: 10/01/2013 THRU 9/30/2014	\$ 3,672.00	\$ 3,672.00		
70	EA	SOFTWARE MAINTENANCE- OSSI CAD CLIENT AVL LICENSE; SERVICE TERM: 10/01/2013 THRU 9/30/2014	\$ 24.48	\$ 1,713.60		
5	EA	SOFTWARE MAINTENANCE- OSSI CAD CLIENT AVL LICENSE; SERVICE TERM: 10/01/2013 THRU 9/30/2014	\$ 367.20	\$ 1,836.00		
1	EA	SOFTWARE MAINTENANCE- ARAMACK COMMISARY INTERFACE; SERVICE TERM: 10/01/2013 THRU 9/30/2014	\$ 244.80	\$ 244.80		
1	EA	SOFTWARE MAINTENANCE- OSSI BASE COMPUTER AIDED DISPATCH SYSTEM; SERVICE TERM: 10/01 2013 THRU 09/30/2014	\$ 17,015.42	\$ 17,015.42		
** CONTINUED ON NEXT PAGE ** (3)						

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

MMIT

DHHT

ITSO

_____I

Charge to a/c : 11011591005423500

CR#CR401680

Suggested Vendor : SUNGARD PUBLIC SECTOR INC

Vendors Contacted:

#1 _____
#2 _____
#3 _____

I have this date order the above material or services from
Vendor Number : 707408

Quotations obtained by:

☐ Sealed Bids

Contract

☐ Verbal Quotation

Agreed Price

Purchase Order No _____

Date ordered: _____

PURCHASING AGENT



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 14-Nov-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 15-Nov-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- OSSI E911 INTERFACE MODULE; SERVICE TERM: 10/01/2013 THRU 9/30/2014	\$ 1,189.89	\$ 1,189.89			
1	EA	SOFTWARE MAINTENANCE- OSSI MULTI JURISDICTIONAL DISPATCH OPTION; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 823.77	\$ 823.77			
1	EA	SOFTWARE MAINTENANCE- OSSI FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE; SERVICE TERM: 10/01/2013 THRU 09/30/ 2014	\$ 1,372.95	\$ 1,372.95			
4	EA	SOFTWARE MAINTENANCE- OSSI ADDITIONAL CAD MAP DISPLAY CLIENT LICENSE; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 640.71	\$ 2,562.84			
15	EA	SOFTWARE MAINTENANCE- OSSI CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAP CLIENT; SERVICE TERM: 10/01/2013 TRHU 09/30/2014	\$ 274.59	\$ 4,118.85			
1	EA	SOFTWARE MAINTENANCE- OSSI SITE LICENSE BASE RECORDS MANAGEMENT SYSTEM; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 23,385.91	\$ 23,385.91			
** CONTINUED ON NEXT PAGE ** (4)							

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MMIT

DHHT

ITSO _____ Init/Date

Charge to a/c : 11011591005423500

CR#CR401680

Suggested Vendor : SUNGARD PUBLIC SECTOR INC

Vendors Contacted:

#1 _____
#2 _____
#3 _____

I have this date order the above material or services from
Vendor Number : 707408

Quotations obtained by:

☐ Sealed Bids Contract
☐ Verbal Quotation Agreed Price

Purchase Order No _____

Date ordered: _____ 20____

PURCHASING AGENT



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 14-Nov-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 15-Nov-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- OSSI POLICE TO POLICE ANNUAL BROWSER FEE; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ -	\$ -			
1	EA	SOFTWARE MAINTENANCE- OSSI MULTI- JURISDICTIONAL RMS OPTION; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 1,922.13	\$ 1,922.13			
1	EA	SOFTWARE MAINTENANCE- OSSI POLICE TO POLICE DATA HOST LICENSE; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ -	\$ -			
1	EA	SOFTWARE MAINTENANCE- OSSI GENERIC PERMIT MODULE; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 549.18	\$ 549.18			
1	EA	SOFTWARE MAINTENANCE- OSSI RMS MAP DISPLAY AND PIN MAPPING LICENSES-SITE LICENSES; SERVICE TERM: 10/01/2013 THRU 9/30/2014	\$ 3,661.20	\$ 3,661.20			
1	EA	SOFTWARE MAINTENANCE- OSSI SEX OFFENDER MODULE; SERVICE TERM: 10/01/2013 THRU 9/30/2014	\$ 2,745.90	\$ 2,745.90			
** CONTINUED ON NEXT PAGE ** (5)							

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MMIT

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ITSO _____ Init/Date

Charge to a/c : 11011591005423500

CR#CR401680

Suggested Vendor : SUNGARD PUBLIC SECTOR INC

Vendors Contacted:

#1 _____
#2 _____
#3 _____

I have this date order the above material or services from
Vendor Number : 707408

Quotations obtained by:

☐ Sealed Bids

Contract

☐ Verbal Quotation

Agreed Price

Purchase Order No _____

Date ordered: _____ 20____

PURCHASING AGENT



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 14-Nov-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 15-Nov-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- OSSI ACCIDENT	\$ 915.30	\$ 915.30			
		WIZARD BASE SERVER LICENSE; SERVICE TERM:					
		10/01/2013 THRU 09/30/2014					
1	EA	SOFTWARE MAINTENANCE- OSSI ACCIDENT	\$ 1,830.60	\$ 1,830.60			
		WIZARD WORKSTATION SITE LICENSE; SERVICE					
		TERM: 10/01/2013 THRU 09/30/2014					
1	EA	SOFTWARE MAINTENANCE- OSSI NOTIFICATION	\$ 4,576.50	\$ 4,576.50			
		MODULE; SERVICE TERM: 10/01/2013 THRU					
		9/30/2014					
1	EA	SOFTWARE MAINTENANCE- OSSI TRAINING	\$ 1,556.01	\$ 1,556.01			
		MODULE SITE LICENSE; SERVICE TERM: 10/01/2013					
		THRU 09/30/2014					
1	EA	SOFTWARE MAINTENANCE- OSSI PROPERTY AND	\$ 1,556.01	\$ 1,556.01			
		EVIDENCE MODULE; SERVICE TERM: 10/01/2013					
		THRU 09/30/2014					
1	EA	SOFTWARE MAINTENANCE- OSSI CRIME ANALYSIS	\$ 3,661.20	\$ 3,661.20			
		MODULE-SITE LICENSE; SERVICE TERM: 10/01/2013					
		THRU 09/30/2014					
1	EA	SOFTWARE MAINTENANCE- OSSI BAR CODING	\$ 640.71	\$ 640.71			
		SERVER LICENSE; SERVICE TERM: 10/01/2013 THRU					
		9/30/2014					
**CONTINUED ON NEXT PAGE ** (6)							

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

MMIT

DHHT

ITSO

Init/Date

Charge to a/c : 11011591005423500

CR#CR401680

Suggested Vendor : SUNGARD PUBLIC SECTOR INC

Vendors Contacted:

#1 _____
#2 _____
#3 _____

I have this date order the above material or services from
Vendor Number : 707408

Quotations obtained by:

☐ Sealed Bids
☐ Verbal Quotation

Contract
Agreed Price

Purchase Order No _____

Date ordered: _____ 20____

PURCHASING AGENT



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 14-Nov-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 15-Nov-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- OSSI CLIENT MUGSHOT DISPLAY SOFTWARE LICENSE; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 3,661.20	\$ 3,661.20			
1	EA	SOFTWARE MAINTENANCE- OSSI MUGSHOT CAPTURE STATION SOFTWARE ONLY; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 1,006.83	\$ 1,006.83			
1	EA	SOFTWARE MAINTENANCE- OSSI SUBSEQUENT MUGSHOT CAPTURE STATION SOFTWARE ONLY; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 640.71	\$ 640.71			
1	EA	SOFTWARE MAINTENANCE- OSSI'S INTEGRATED STATE/NCIC MESSAGING SOFTWARE SWITCH; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 3,661.20	\$ 3,661.20			
1	EA	SOFTWARE MAINTENANCE- OSSI ADDITIONAL MESSAGE SWITCH CONSOLES-SITE; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 5,491.80	\$ 5,491.80			
1	EA	SOFTWARE MAINTENANCE- OCCCI CLIENT JAIL MANAGEMENT SYSTEM MODULE; SERVICE TERM: 10/01/2013 THRU 09/30/2013	\$ 12,631.14	\$ 12,631.14			
1	EA	SOFTWARE MAINTENANCE- OSSI STATE LIVESCAN INTERFACE; SERVICE TERM: 10/01/2013 THRU 9/30/2014	\$ 2,471.31	\$ 2,471.31			
** CONTINUED ON NEXT PAGE ** (7)							

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

MMIT

DHFF

ITSO _____ Init/Date

Charge to a/c : 11011591005423500

CR#CR401680

Suggested Vendor : SUNGARD PUBLIC SECTOR INC

Vendors Contacted:

#1 _____
#2 _____
#3 _____

I have this date order the above material or services from
Vendor Number : 707408

Quotations obtained by:

☐ Sealed Bids
☐ Verbal Quotation

Contract
Agreed Price

Purchase Order No _____

Date ordered: _____ 20____

PURCHASING AGENT



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 14-Nov-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 15-Nov-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2
1	EA	SOFTWARE MAINTENANCE- OSSI JAIL	\$ 640.71	\$ 640.71		
		COMMISSARY; SERVICE TERM: 10/01/2013 THRU 9/30/2014				
1	EA	SOFTWARE MAINTENANCE- OSSI CIVIL PROCESSING	\$ 3,203.55	\$ 3,203.55		
		MODULE; SERVICE TERM: 10/01/2013 THRU 9/30/2014				
1	EA	SOFTWARE MAINTENANCE- OSSI BASE MODULE	\$ 3,661.20	\$ 3,661.20		
		SERVER SOFTWARE CLIENT				
50	EA	SOFTWARE MAINTENANCE- OSSI MOBILE	\$ 164.75	\$ 8,237.50		
		ACCIDENT REPORTING WITH VISIO CLIENT;				
		SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 182.14	\$ 9,107.00		
50	EA	SOFTWARE MAINTENANCE- OSSI MOBILE CLIENT				
		SOFTWARE; SERVICE TERM: 10/01/2013 THRU 9/30/2014				
50	EA	SOFTWARE MAINTENANCE- OSSI MOBILE CITATION	\$ 91.53	\$ 4,576.50		
		MODULE; SERVICE TERM: 10/01/2013 THRU 9/30/2014				
50	EA	SOFTWARE MAINTENANCE- OSSI MOBILE CLIENT	\$ 36.61	\$ 1,830.50		
		MAPS; SERVICE TERM: 10/01/2013 THRU 09/30/14				
** CONTINUED ON NEXT PAGE ** (8)						

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

MMIT

DHIF

ITSO

Charge to a/c : 11011591005423500

CR#CR401680

Suggested Vendor : SUNGARD PUBLIC SECTOR INC

Vendors Contacted:

#1 _____
#2 _____
#3 _____

I have this date order the above material or services from
Vendor Number : 707408

Quotations obtained by:

☐ Sealed Bids

Contract

☐ Verbal Quotation

Agreed Price

Purchase Order No _____

Date ordered: _____

PURCHASING AGENT



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 14-Nov-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 15-Nov-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
50	EA	SOFTWARE MAINTENANCE- OSSI LICENSE OF INCIDENT/OFFENSE FIELD REPORTING MODULE CLIENT; SERVICE TERM: 10/01/2013 THRU 09/30/ 2014	\$ 182.14	\$ 9,107.00			
1	EA	SOFTWARE MAINTENANCE- OSSI AVL SERVER HOST LICENSE; SERVICE TERM: 10/01/2013 THRU 9/30/2014	\$ 3,661.20	\$ 3,661.20			
1	EA	SOFTWARE MAINTENANCE- OSSI REVIEW MODULE FOR FIELD REPORTING; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 3,203.55	\$ 3,203.55			
50	EA	SOFTWARE MAINTENANCE- OSSI CLIENT AVL MOBILE LICENSE; SERVICE TERM: 10/01/2013 THRU 9/30/2014	\$ 27.45	\$ 1,372.50			
5	EA	SOFTWARE MAINTENANCE- OSSI CAD CLIENT AVL LICENSE; SERVICE TERM: 10/01/2013 THRU 09/30/ 2014	\$ 366.12	\$ 1,830.60			
10	EA	SOFTWARE MAINTENANCE- OSSI MOBILE FIELD REPORTING CLIENT-LAN VERSION; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 91.53	\$ 915.30			
** CONTINUED ON NEXT PAGE ** (9)							

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

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Charge to a/c : 11011591005423500

CR#CR401680

Suggested Vendor : SUNGARD PUBLIC SECTOR INC

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#1 _____
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Contract
Agreed Price

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PURCHASING AGENT



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 14-Nov-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 15-Nov-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- WIDE AREA GPRS NETWORK; SERVICE TERM: 10/01/2013 THRU 9/30/2014	\$ 8,237.70	\$ 8,237.70			
50	EA	SOFTWARE MAINTENANCE- GALVESTON CO. ARRECT AFFIDAVIT FOR MCT; SERVICEC TERM: 10/01/2013 THRU 09/30/2014	\$ 36.61	\$ 1,830.50			
1	EA	SOFTWARE MAINTENANCE- OSSI DIGITAL SOLUTIONS/INMATE TELEPHONE (DSI) INTERFACE; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 459.00	\$ 459.00			
1	EA	SOFTWARE MAINTENANCE- OSSI MCT CLIENT FOR DIGITAL DISPATCH; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 162.38	\$ 162.38			
1	EA	SOFTWARE MAINTENANCE- OSSI MOBILE CLIENT MAPS; SERVICE TERM: 10/01/2013 THRU 09/30/14	\$ 32.64	\$ 32.64			
1	EA	SOFTWARE MAINTENANCE- OSSI JMS CUSTOM MOD. INTERFACE TO NRT FUNDS DISPERSAL ATM; SERVICE TERM: 10/01/2013 THRU 09/30/2014	\$ 2,203.20	\$ 2,203.20			
		** CONTINUED ON NEXT PAGE ** (10)					

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____Init/Date

Charge to a/c : 11011591005423500

CR#CR401680

Suggested Vendor : SUNGARD PUBLIC SECTOR INC

Vendors Contacted:

#1 _____
#2 _____
#3 _____

I have this date order the above material or services from
Vendor Number : 707408

Quotations obtained by:

☐ Sealed Bids

Contract

☐ Verbal Quotation

Agreed Price

Purchase Order No _____

Date ordered: _____ 20____

PURCHASING AGENT

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

Galveston County
722 Moody, Suite 202,
Galveston, TX 77550

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

Galveston County, TX

SunGard Public Sector

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

THIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date, and SunGard Public Sector's obligations hereunder will commence on Execution Date.

SunGard Public Sector and Customer have entered into a Software License and Services Agreement dated October 13, 2003 (the "License Agreement") for the Software. Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. Definitions.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Appendices."

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly

discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documentation" means the on-line and hard copy functional and technical specifications that SunGard Public Sector provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains

additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in Exhibit 1.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

2. Services.

(a) Types of Services. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit

1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

4. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contract Year unless, at least six (6) months

prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

6. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the

effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information except as required by law. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity. SunGard Public Sector acknowledges that Customer is subject to the Texas Public Information Act and other law that may require disclosure of government records by Customer.

8. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

9. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

10. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

11. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

12. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Texas, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

13. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS

ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND

DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

14. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1
Maintenance Software Identified

Customer: Galveston County, TX

CONTRACT YEAR: October 1, 2013 through September 30, 2014

The "Initial Payment Amount" in the table below represents the Improvements fee for the first Contract Year, which begins on the October 1, 2013.

Improvements fees for Baseline Component System

Qty	Schedule of Licensed Programs Covered Under this Agreement	Support Services Fee for Term October 1, 2013- September 30, 2014
1	OSSI MCT Client for Digital Dispatch	\$ 162.38
1	OSSI Client Maps	32.64
1	OSSI Police to Citizen	2,040.00
1	OSSI Firehouse RMS Interface	1,009.80
1	OSSI Client AVL Mobile License	24.48
1	OSSI Hand Held PC Medicine Dispensation Module	979.20
1	OSSI JMS Interface to NorthPoint Medical Screening Software	1,632.00
1	OSSI Base Module Server Software Client	5,049.00
70	OSSI MCT Client for Digital Dispatch	11,366.60
70	OSSI License of Incident/Offense Field Reporting Module Client	11,366.60
10	OSSI MOBLAN version	816.00
1	OSSI Review Module for Field Reporting	3,672.00
70	OSSI Mobile Arrest Module	2,284.80
70	OSSI Mobile Client Maps	2,284.80
70	OSSI Mobile Citation Module	5,712.00
70	OSSI-MFR Client-Accident Reporting	5,712.00
1	OSSI AVL Server Host License	3,672.00
70	OSSI CAD Client AVL License	1,713.60
5	OSSI CAD Client AVL License	1,836.00
1	Aramack Commisary Interface	244.80
1	OSSI Base Computer Aided Dispatch System	17,015.42
1	OSSI E911 Interface Module	1,189.89
1	OSSI Multi Jurisdictional Dispatch Option	823.77
1	OSSI First CAD Map Display and Map Maintenance Software License	1,372.95
4	OSSI Additional CAD Map Display Client License	2,562.84
15	OSSI CAD Resource Monitor Display License with Map Client	4,118.85
1	OSSI Site License Base Records Management System	23,385.91
1	OSSI Police to Police Annual Browser Fee	-
1	OSSI Multi-Jurisdictional RMS Option	1,922.13
1	OSSI Police to Police Data Host License	-

1	OSSI Generic Permit Module	549.18
1	OSSI RMS Map Display and Pin Mapping License- Site License	3,661.20
1	OSSI Sex Offender Module	2,745.90
1	OSSI Accident Wizard Base Server License	915.30
1	OSSI Accident Wizard Workstation Site License	1,830.60
1	OSSI Notification Module	4,576.50
1	OSSI Training Module Site License	1,556.01
1	OSSI Property and Evidence Module	1,556.01
1	OSSI Crime Analysis Module-Site License	3,661.20
1	OSSI Bar Coding Server License	640.71
1	OSSI Client Mugshot Display Software License	3,661.20
1	OSSI Mugshot Capture Station Software Only	1,006.83
1	OSSI Subsequent Mugshot Capture Station Software only	640.71
1	OSSI's Integrated State/NCIC Messaging Software Switch	3,661.20
1	OSSI Additional Message Switch Consoles- Site	5,491.80
1	OSSI Client Jail Management System Module	12,631.14
1	OSSI State Livescan Interface	2,471.31
1	OSSI Jail Commissary	640.71
1	OSSI Civil Processing Module	3,203.55
1	OSSI Base Module Server Software Client	3,661.20
50	OSSI Mobile Accident Reporting with Visio Client	8,237.50
50	OSSI Mobile Client Software	9,107.00
50	OSSI Mobile Citation Module	4,576.50
50	OSSI Mobile Client Maps	1,830.50
50	OSSI License of Incident/Offense Field Reporting Module Client	9,107.00
1	OSSI AVL Server Host License	3,661.20
1	OSSI Review Module for Field Reporting	3,203.55
50	OSSI Client AVL Mobile License	1,372.50
5	OSSI CAD Client AVL License	1,830.60
10	OSSI Mobile Field Reporting Client-LAN Version	915.30
1	Wide Area GPRS Network	8,237.70
50	Galveston Co. Arrest Affidavit for MCT	1,830.50
1	OSSI Digital Solutions/Inmate Telephone (DSI) Interface	459.00
1	OSSI MCT Client for Digital Dispatch	162.38
1	OSSI Mobile Client Maps	32.64
	Total	\$ 227,328.59

Software Maintenance for SunGard developed and supported customizations

Qty	Schedule of Licensed Programs Covered Under this Agreement	Support Services Fee for Term October 1, 2013- September 30, 2014
1	OSSI JMS Custom Mod. Interface to NRT Funds Dispersal ATM	\$ 2,203.20
	Total	\$ 2,203.20

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvements fees for any Contract Year subsequent to the second full Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

EXHIBIT 2 Maintenance Standards

- I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").
- II. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	<p>Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported.</p> <p>A resolution plan details the steps necessary to understand and possibly resolve the issue.</p>
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard Public Sector has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered Non-Critical when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard Public Sector has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported.	

* Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.

AGENDA ITEM #13.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 11/08/2013		2. Contract Type: Expense Revenue Other			3. Renewal Contract: Yes No		
4. Department Name: Information Technology				5. Department Contact: JJ Allen			
6. Description: Hosting Maintenance agreement between Citation Solutions, Inc & Galveston County Parks Department.							
7. IFAS PEID No: 705613		8. IFAS Req No:		9. Orgkey: 1101159100		10. Object Code: 5481000	
11. Vendor: Citation Solutions, INC.				12. Vendor Contract No:			
13. Requested Legal Review: Yes / No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Contract Services	5481000	673,400	4,000.00				
			4680	— Per CONTRACT for 24 months			
22. Totals:		673,400	4,000	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 10-1-11		Auto Renewal Contract: Yes / No		Bid No: N/A			
Contract End Date: 9/30/13		Contract # Issued By Purchasing: CM14073					

This CONTRACT is for services rendered only. New CONTRACT will need to be submitted by Parks Dept for FY14

Approved By:	Signature	Date
Department Head:		11/19/13
Purchasing Agent:		11-19-13
County Legal:		11/19/2013
Contract listed in Budget Documentation: YES NO		
County Budget Office:		
Budget Available and Funds are/will be Available: YES NO		
County County Auditor:		

Form Number:

7/24/2013

1. Date of Request: - Enter date form is submitted by department to Purchasing.
2. Contract Type: - Circle "Exenditure" if the County will expend funds, Circle "Revenue" if the County will receive funds, Circle "Other" if the County will not expend funds or receive revenue.
3. Renewal Contract: Yes / No - Circle yes if this is a contract that is for a service that is renewed every year.
4. Department Name: - Enter the name of the department responsible for contract administration.
5. Department Contact: - Enter the name of the person responsible for contract administration within the department.
6. Description: - Provide a brief description of the services received or rendered under the agreement.
7. IFAS PEID No: - Enter the IFAS PEID number for this entity.
8. IFAS Req No: - Enter IFAS requisition number if applicable.
9. Orgkey: - Enter the IFAS Orgkey that the revenue or expense will post to.
10. Object Code: - Enter the IFAS object code that the revenue or expense will post to.
11. Vendor: - Enter the name of the vendor.
12. Vendor Contract No: - Enter the vendor contract number.
13. Requested Legal Review: Yes / No (Explain if No) - Provide an explanation if County Legal was not requested to review contract.
14. Fund Name - Enter fund name(s) where expense or revenue will post in IFAS.
15. Fund # - Enter Fund number where expense or revenue will post in IFAS.
16. Current Year Budgeted: - Enter the current year revenue or expense budgeted for this contract.
17. Current Year Projected - Enter the current year projected revenue or expense for this contract.
18. Year 2 Projected - Enter projected revenue or expense for Year 2 of this contract.
19. Year 3 Projected - Enter projected revenue or expense for Year 3 of this contract.
20. Year 4 Projected - Enter projected revenue or expense for Year 4 of this contract.
21. Year 5 Projected - Enter projected revenue or expense for Year 5 of this contract.
22. Totals - Enter projected revenue or expense for this contract for all funds and all years.

HOSTING AND MAINTENANCE AGREEMENT

THIS AGREEMENT (the "Agreement") is hereby entered into between Citation Solutions, Inc., 5535 Memorial Dr. Ste F802, Houston, Texas 77007 ("Host Provider") and Galveston County Parks Department, with offices at 4102 Main (FM 519), LaMarque, TX 77568 (the "Customer") in association with www.galvestonparks-seniors.org on the following terms and conditions:

1. General Undertaking - Hosting Services

Host Provider shall operate the Customer's web site on its World Wide Web. Host Provider reserves the right in its sole discretion to reconfigure hardware, software and other system components and to arrange its location and method of operation as it deems necessary or helpful in meeting the requirements of this Agreement. Whenever possible these changes to the hardware, software or other system components will be communicated to the Customer in writing prior to implementation; and in those cases when pre-notification is not possible, the Customer will be notified in writing within 48 hours after the change.

2. Prices & Payment

(a) Hosting Services typically fall into the following categories:

- 1) Web-site Hosting services
- 2) Tool Hosting web-mastering

Service	Cost	Description
Web Hosting - Monthly	\$195/mo.	Website hosting and site maintenance.
Total	\$195/mo.	To be billed monthly.

(b) **Late Payments & Taxes** may be applied and services may be suspended or terminated on thirty (30) days' notice if Customer fails to pay any amount when due. Any late payment shall be subject to costs of collection, including reasonable legal fees. Customer shall pay, indemnify and hold Host Provider harmless from all sales, use, gross receipts, GST, value-added or other tax or levy (excluding interest and penalties) imposed on the services and deliverables provided hereunder, other than taxes based on the net income or profits of Host Provider.

3. Term of Agreement

The term of this agreement is 12 months. This Agreement shall commence on DATE OF AGREEMENT. Unless terminated earlier under Section 12 ("Termination"), this Agreement shall continue in full force and effect for a period of 12 months.

4. Proprietary Rights

The Host Provider acknowledges and agrees that all information and content located in, and the formatting of, the Customer's web site are the proprietary information and property of the Customer, protected and fully covered by federal and state copyright laws and will remain the exclusive property of the Customer. The Customer is the sole owner of the Customer's web site and all information and content located therein. The Host Provider shall not alter, copy or redistribute the information provided on the Customer's web site or do any other act that would infringe or threaten the copyright interests of the Customer. Customer shall own the Uniform Resource Locator (URL) unique to the Customer's web site and, for use on the Internet, all trademarks or servicemarks associated with it.

5. Confidentiality

Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, technical information and development techniques, business and financial information, visitor lists and other information designated by a party as confidential or proprietary. Confidential Information does not include (I) information already known or independently developed by the recipient; (II) information in the public domain through no wrongful act of the party, or (III) information received by a party from a third party who was free to disclose it. Each party agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information except in performing its obligations under this Agreement. Each party shall use the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall it use less than due diligence and care. Neither party shall alter or remove from any Confidential Information of the other party any proprietary, copyright, trademark or trade secret legend.

6. Nonsolicitation

During the Term and for a period of one (1) year thereafter, both parties agree not to hire, solicit nor attempt to solicit the services of any employee or subcontractor of the other party without the prior written consent of the other party.

7. Injunctive Relief

The parties acknowledge that violation by one party of the provisions of Section 4 ("Proprietary Rights"), Section 5 ("Confidentiality") or Section 6 ("Nonsolicitation") would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that temporary and permanent injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

8. Force Majeure

The Host Provider is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, governmental action, and incompatible or defective equipment, software or services not supplied by Host Provider. Nothing herein enlarges any warranty or diminishes any disclaimer provided in Section 10 ("Warranties").

9. Regulation of Certain Content

Host Provider is a mere distributor and is relying on Customer to prescreen or editorially control the content of Customer's web site. Host Provider reserves the right to request the removal of information in the web site brought to its attention which it deems detrimental to the Host System or any person. Customer will not disseminate so-called "chain letters," pornographic or obscene movies or graphic images. To protect itself, Host Provider may without liability actively cooperate with and furnish identifying and supporting information to any law enforcement agency serving a warrant or subpoena on the Host Provider.

10. Warranties

The following provisions are subject to Section 11 ("Limitation of Liabilities").

(a) Noninfringement Warranty - Customer warrants that any technology, information or material (other than Host Provider's own material) distributed through the Customer's web site will not infringe or misappropriate any copyright, trademark, patent, or the trade secrets of any third persons, or otherwise violate this Agreement or any applicable law.

(b) Limited Performance Warranty - Host Provider warrants to Customer that it will make its best effort during the Term of this Agreement to perform its services in a competent and workmanlike manner and to ensure the Customer's web site operates substantially according to the terms set forth herein. Host Provider does not warrant that it will be able to correct all reported defects or that use of the Company's web site will be uninterrupted or error free. Host Provider makes no warranty regarding features or services provided by third parties (especially Internet telecommunications service or Web "browser" software), which are provided "as is" and "as available." EXCEPT AS SET FORTH ABOVE, HOST PROVIDER MAKES NO WARRANTY, EXPRESS OR IMPLIED. HOST PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liabilities

The following provisions are a material condition of this Agreement and reflect a fair allocation of risk:

(a) Remedies - Customer agrees that if the Host Provider violates any warranty or other provision of this Agreement, and Host Provider determines that repair or other corrective action is not economically or technically feasible, Customer's sole and exclusive remedy will be to obtain a refund of amounts paid by Customer to Host Provider for services rendered hereunder during the previous eighteen (18) months.

(b) Liabilities - HOST PROVIDER IS NOT LIABLE FOR ANY AMOUNT EXCEEDING THE PRICE PAID BY CUSTOMER FOR SERVICES HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY CLAIM. IN NO EVENT SHALL HOST PROVIDER BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS FEES) EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

12. Termination

Either party may suspend or terminate this Agreement if the other party materially breaches any provision and fails within ten (10) days of written notice to correct such default or commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to correction. Eight (8) months after the date that the Agreement is accepted, the Customer can terminate the agreement without cause by giving Host Provider a 60-day written notice and paying the normal monthly Hosting Fee for that 60-day notice period. Termination shall have no effect on the parties' rights and obligations under Section 4 ("Proprietary Rights"), Section 10 ("Warranties") or Section 11 ("Limitation of Liabilities"). For a period of thirty (30) days following termination, the Host Provider shall upon request include in any Internet web page that it continues to operate at the same domain a public notice of Customer's forwarding URL address and, for a reasonable fee, provide a hyperlink connecting visitors to Customer's new web site.

13. Disputes

(a) Choice of Law - THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND TEXAS, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED STATE.

(b) Remedies Resolution of Disputes - In the event that any dispute or disagreement between the parties arises concerning this Agreement, upon the written request of either party, the parties will meet for the purpose of resolving such dispute ("Mediation Meeting"). The Mediation Meeting shall be held at such location as the parties agree, or by teleconference absent agreement. The parties agree to discuss the conflict and negotiate in good faith to resolve the conflict at the Mediation Meeting. Only one Mediation Meeting shall be held per conflict, unless both parties agree to additional meetings. The parties further agree that all disputes hereunder which cannot be settled to the satisfaction of each party at a Mediation Meeting (any such dispute is referred to as a "Dispute") will be settled by final and binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") (or any successor thereto), as amended from time to time. The location of arbitration shall be Houston, Texas, with only one arbitrator, selected by agreement of the parties, or absent agreement, by the AAA. Judgment upon the award rendered in any such arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an enforcement, as the law of such jurisdiction may require or allow. The arbitrator shall not have authority to award consequential, special or punitive damages and shall be subject to section 9 in the amount of damages awarded. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's decision and award shall be final and binding and judgment may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator but the arbitrator shall have the discretion to award costs and attorney's fees as the arbitrator deems appropriate.

14. U.S. Government Restricted Rights

The Customer's web site (including underlying technology and documentation) is a "computer data base" that constitutes "restricted computer software" and is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in the Rights in Commercial Computer Software clause at DFARS 227.7202-3 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at 48 CFR 52.227-19, as applicable.

15. Miscellaneous

This document and any attachments incorporated by reference constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only in writing. Headings are for reference purposes only and have no substantive effect. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Citation Solutions, Inc.

The Customer

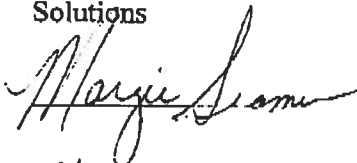
Name: Margie Seaman

Name:

Title: President, Citation
Solutions

Title:

Signed:



Signed: _____

Date:

11-08-2013

Date: _____



PURCHASE ORDER
GALVESTON COUNTY
GALVESTON, TEXAS

Page 1 of 1

ENTERED
3-28-11
jm

VENDOR: 705613
CITATION SOLUTIONS INC
5450 NORTHWEST CENTRAL #116
HOUSTON, TX 77092

MAIL INVOICES DIRECTLY TO:

Galveston County Auditor's Office
Attention: Accounts Payable
PO Box 1418
Galveston, Texas 77553

ACCOUNTS(S)

1101159100 5423500 \$ 2,000.00

SHOW THESE NOS. ON ALL PAPERWORK/BOXES

Purchase Order Number: C106256
Order Date: 03/23/11
Requisition Number: CR105689
Requisition Date: 03/23/11
Bid Number:
Contract Number: CM08077

DELIVERY ADDRESS:

INFORMATION TECHNOLOGY
722 MOODY FL 2
GALVESTON, TX 77550

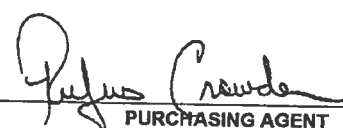
PAPERWORK ADDRESS:

SCANNED TO 7I

ITEM	DESCRIPTION	QTY	UNIT(S)	UNIT PRICE	EXTENSION
001	SOFTWARE MAINTENANCE- WEBSITE HOSTING FOR THE PERIOD OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010 FOR THE DOMAIN GALVESTONPARKS-SENIORS.ORG INFRA TICKET # 6740	1	EA	2,000.00	2,000.00
MUNR_J				TOTAL	2,000.00

FAILURE TO DELIVER: If the Vendor fails to deliver by the promised date, or reasonably thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the County reserves the right to purchase the specified items elsewhere and charge any increase in price and cost of handling to the Vendor. No substitutions or cancellations permitted without prior approval of the Purchasing Department of Galveston County.

SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from all sales taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from Vendor listed above.

By: 
PURCHASING AGENT

THIS ORDER IS ISSUED SUBJECT TO GALVESTON COUNTY'S GENERAL TERMS AND CONDITIONS.

ORIGINAL

HOSTING AGREEMENT

THIS AGREEMENT (the "Agreement") is hereby entered into between Citation Solutions, Inc., with offices at 5450 Northwest Central, Houston, Texas 77092 ("Host Provider") and Galveston County Parks Department, with offices at 4102 Main (FM 519), LaMarque, TX 77568 (the "Customer") in association with www.galvestonparks-seniors.org on the following terms and conditions:

1. General Undertaking - Hosting Services

Host Provider shall operate the Customer's web site on its World Wide Web server according to the terms detailed on Attachment A - Shared Host Environment. Host Provider reserves the right in its sole discretion to reconfigure hardware, software and other system components and to arrange its location and method of operation as it deems necessary or helpful in meeting the requirements of this Agreement. Whenever possible these changes to the hardware, software or other system components will be communicated to the Customer in writing prior to implementation; and in those cases when pre-notification is not possible, the Customer will be notified in writing within 48 hours after the change.

2. Prices & Payment

(a) Hosting Services typically fall into the following categories:

- 1) Web-site Hosting services
- 2) Tool Hosting web-mastering

Service	Cost	Description
Web Hosting - Annual	\$2,000	Website hosting and up to four uploads per month of content provided by the Customer.
Total	\$2,000	To be billed annually.

(b) Late Payments & Taxes may be applied and services may be suspended or terminated on thirty (30) days' notice if Customer fails to pay any amount when due. Any late payment shall be subject to costs of collection, including reasonable legal fees. Customer shall pay, indemnify and hold Host Provider harmless from all sales, use, gross receipts, GST, value-added or other tax or levy (excluding interest and penalties) imposed on the services and deliverables provided hereunder, other than taxes based on the net income or profits of Host Provider.

3. Term of Agreement

The term of this agreement is 12 months. This Agreement shall commence on DATE OF AGREEMENT. Unless terminated earlier under Section 12 ("Termination"), this Agreement shall continue in full force and effect for a period of 12 months.

4. Proprietary Rights

The Host Provider acknowledges and agrees that all information and content located in, and the formatting of, the Customer's web site are the proprietary information and property of the Customer, protected and fully covered by federal and state copyright laws and will remain the exclusive property of the Customer. The Customer is the sole owner of the Customer's web site and all information and content located therein. The Host Provider shall not alter, copy or redistribute the information provided on the Customer's web site or do any other act that would infringe or threaten the copyright interests of the Customer. Customer shall own the Uniform Resource Locator (URL) unique to the Customer's web site and, for use on the Internet, all trademarks or servicemarks associated with it.

5. Confidentiality

Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, technical information and development techniques, business and financial information, visitor lists and other information designated by a party as confidential or proprietary. Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, or (iii) information received by a party from a third party who was free to disclose it. Each party agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information except in performing its obligations under this Agreement. Each party shall use the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall it use less than due diligence and care. Neither party shall alter or remove from any Confidential Information of the other party any proprietary, copyright, trademark or trade secret legend.

6. Nonsolicitation

During the Term and for a period of one (1) year thereafter, both parties agree not to hire, solicit nor attempt to solicit the services of any employee or subcontractor of the other party without the prior written consent of the other party.

7. Injunctive Relief

The parties acknowledge that violation by one party of the provisions of Section 4 ("Proprietary Rights"), Section 5 ("Confidentiality") or Section 6 ("Nonsolicitation") would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that temporary and permanent injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

8. Force Majeure

The Host Provider is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, governmental action, and incompatible or defective equipment, software or services not supplied by Host Provider. Nothing herein enlarges any warranty or diminishes any disclaimer provided in Section 10 ("Warranties").

9. Regulation of Certain Content

Host Provider is a mere distributor and is relying on Customer to prescreen or editorially control the content of Customer's web site. Host Provider reserves the right to request the removal of information in the web site brought to its attention which it deems detrimental to the Host System or any person. Customer will not disseminate so-called "chain letters," pornographic or obscene movies or graphic images. To protect itself, Host Provider may without liability actively cooperate with and furnish identifying and supporting information to any law enforcement agency serving a warrant or subpoena on the Host Provider.

10. Warranties

The following provisions are subject to Section 11 ("Limitation of Liabilities").

(a) **Noninfringement Warranty** - Customer warrants that any technology, information or material (other than Host Provider's own material) distributed through the Customer's web site will not infringe or misappropriate any copyright, trademark, patent, or the trade secrets of any third persons, or otherwise violate this Agreement or any applicable law.

(b) **Limited Performance Warranty** - Host Provider warrants to Customer that it will make its best effort during the Term of this Agreement to perform its services in a competent and workmanlike manner and to ensure the Customer's web site operates substantially according to the terms set forth herein. Host Provider does not warrant that it will be able to correct all reported defects or that use of the Company's web site will be uninterrupted or error free. Host Provider makes no warranty regarding features or services provided by third parties (especially Internet telecommunications service or Web "browser" software), which are provided "as is" and "as available." EXCEPT AS SET FORTH ABOVE, HOST PROVIDER MAKES NO WARRANTY, EXPRESS OR IMPLIED. HOST PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liabilities

The following provisions are a material condition of this Agreement and reflect a fair allocation of risk:

(a) **Remedies** - Customer agrees that if the Host Provider violates any warranty or other provision of this Agreement, and Host Provider determines that repair or other corrective action is not economically or technically feasible, Customer's sole and exclusive remedy will be to obtain a refund of amounts paid by Customer to Host Provider for services rendered hereunder during the previous eighteen (18) months.

(b) **Liabilities** - HOST PROVIDER IS NOT LIABLE FOR ANY AMOUNT EXCEEDING THE PRICE PAID BY CUSTOMER FOR SERVICES HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY CLAIM. IN NO EVENT SHALL HOST PROVIDER BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS FEES) EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

12. Termination

Either party may suspend or terminate this Agreement if the other party materially breaches any provision and fails within ten (10) days of written notice to correct such default or commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to correction. Eight (8) months after the date that the Agreement is accepted, the Customer can terminate the agreement without cause by giving Host Provider a 60-day written notice and paying the normal monthly Hosting Fee for that 60-day notice period. Termination shall have no effect on the parties' rights and obligations under Section 4 ("Proprietary Rights"), Section 10 ("Warranties") or Section 11 ("Limitation of Liabilities"). For a period of thirty (30) days following termination, the Host Provider shall upon request include in any Internet web page that it continues to operate at the same domain a public notice of Customer's forwarding URL address and, for a reasonable fee, provide a hyperlink connecting visitors to Customer's new web site.

13. Disputes

(a) Choice of Law - THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND TEXAS, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED STATE.

(b) Remedies Resolution of Disputes - In the event that any dispute or disagreement between the parties arises concerning this Agreement, upon the written request of either party, the parties will meet for the purpose of resolving such dispute ("Mediation Meeting"). The Mediation Meeting shall be held at such location as the parties agree, or by teleconference absent agreement. The parties agree to discuss the conflict and negotiate in good faith to resolve the conflict at the Mediation Meeting. Only one Mediation Meeting shall be held per conflict, unless both parties agree to additional meetings. The parties further agree that all disputes hereunder which cannot be settled to the satisfaction of each party at a Mediation Meeting (any such dispute is referred to as a "Dispute") will be settled by final and binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") (or any successor thereto), as amended from time to time. The location of arbitration shall be Houston, Texas, with only one arbitrator, selected by agreement of the parties, or absent agreement, by the AAA. Judgment upon the award rendered in any such arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an enforcement, as the law of such jurisdiction may require or allow. The arbitrator shall not have authority to award consequential, special or punitive damages and shall be subject to section 9 in the amount of damages awarded. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's decision and award shall be final and binding and judgment may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator but the arbitrator shall have the discretion to award costs and attorney's fees as the arbitrator deems appropriate.

14. U.S. Government Restricted Rights

The Customer's web site (including underlying technology and documentation) is a "computer data base" that constitutes "restricted computer software" and is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in the Rights in Commercial Computer Software clause at DFARS 227.7202-3 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at 48 CFR 52.227-19, as applicable.

15. Miscellaneous

This document and any attachments incorporated by reference constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only in writing. Headings are for reference purposes only and have no substantive effect. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Citation Solutions, Inc.

The Customer

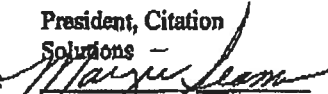
Name: Margie Seaman

Name:

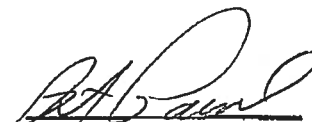
Title: President, Citation
Solutions

Title:

Signed:



Signed:



Date: June 24, 2010

Date:

3-23-11

Attachment A
Shared Host Environment

Dell 2550 Rack-Mounted Server including:

- a) Pentium III Dual Processor @ 866 MHz
- b) 256 KB Integrated L2 ECC Cache
- c) 2 GB 133 MHz ECC SDRAM
- d) Approximately 18 GB Internal Storage Capacity
- e) RAID Array
- f) Other features such as hard-drive bays, expansion slots, keyboard, mouse, etc.

Maintaining Email Addresses

- a) none

Monitoring of Site and Notification of Problems or Downtime

- a) 24 x 7 software monitoring

Basic Firewall Protection provided by Netopia Router

- a) Built-in firewall to protect LAN resources from Intruders
- b) Provides for Port Filtering as well as NAT (Network Address Translation) and MultiNAT for Secure yet flexible IP Configuration
- c) Allows individual ports to be configured for accessibility

Data Backups

- a) Daily backups of all data (database and forms)

Allen, JJ

From: Guess, Denise
Sent: Tuesday, March 15, 2011 4:36 PM
To: Allen, JJ
Cc: Powell, Rob
Subject: PO C012693
Attachments: Scan001.PDF

JJ,

Please look at the attached POST report. Citation Solutions was not paid last year for FY10 GALVESTONPARKS-SENIORS.ORG website. If you have any questions give me a call.

Thanks,

Dee Guess
Contract Administrator
Galveston County Purchasing
(P) 409-770-5377
(F) 409-621-7999
denise.guess@co.galveston.tx.us

Citation Solutions, Inc.
5450 Northwest Central
Suite 116
Houston, TX 77092
713.895.8261

705613

Invoice

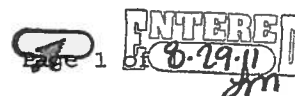
DATE	INVOICE #
6/1/2010	4030

Bill To:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, TX 77553

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Website Hosting	Website hosting for the period October 1, 2009 through September 30, 2010 for the domain galvestonparks-seniors.org	1	2,000.00	2,000.00
			Sales Tax (8.25%)	\$0.00
			Total	\$2,000.00

RECEIVED
MAR 25 2011
BY: _____



SHOW THESE NOS. ON ALL PAPERWORK/BOXES	
Purchase Order Number:	C110853
Order Date:	08/15/11
Requisition Number:	CR110691
Requisition Date:	08/11/11
Bid Number:	
Contract Number:	CM11034
DELIVERY ADDRESS:	
INFORMATION TECHNOLOGY 722 MOODY AVE 2ND FL GALVESTON, TX 77550	
PAPERWORK ADDRESS:	

THIS ORDER IS ISSUED SUBJECT TO GALVESTON COUNTY'S GENERAL TERMS AND CONDITIONS.



Date : 11-Aug-2011

Date Required : 11-Aug-2011

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

DHT

Init/Date

Charge to a/c : 11011591005423500

CR#CR110691

Suggested Vendor : CITATION SOLUTIONS, INC.

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from

Vendor Number : 705613

Quotations obtained by:

☐ **Sealed Bids**

Contract

☐ Verbal Quotation

Agreed Price

EMAIL TO: MSEAMAN@CITATIONSOLUTIONS.COM

Purchase Order No

Date ordered:

Date ordered:

PURCHASING AGENT

HOSTING AGREEMENT

THIS AGREEMENT (the "Agreement") is hereby entered into between Citation Solutions, Inc., with offices at 5450 Northwest Central, Houston, Texas 77092 ("Host Provider") and Galveston County Parks Department, with offices at 4102 Main (FM 519), LaMarque, TX 77568 (the "Customer") in association with www.galvestonparks-seniors.org on the following terms and conditions:

1. General Undertaking - Hosting Services

Host Provider shall operate the Customer's web site on its World Wide Web server according to the terms detailed on **Attachment A - Shared Host Environment**. Host Provider reserves the right in its sole discretion to reconfigure hardware, software and other system components and to arrange its location and method of operation as it deems necessary or helpful in meeting the requirements of this Agreement. Whenever possible these changes to the hardware, software or other system components will be communicated to the Customer in writing prior to implementation; and in those cases when pre-notification is not possible, the Customer will be notified in writing within 48 hours after the change.

2. Prices & Payment

(a) Hosting Services typically fall into the following categories:

- 1) Web-site Hosting services
- 2) Tool Hosting web-mastering

Service	Cost	Description
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5. Confidentiality

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10. Warranties

The following provisions are subject to Section 11 ("Limitation of Liabilities").

(a) **Noninfringement Warranty** - Customer warrants that any technology, information or material (other than Host Provider's own material) distributed through the Customer's web site will not infringe or misappropriate any copyright, trademark, patent, or the trade secrets of any third persons, or otherwise violate this Agreement or any applicable law.

(b) **Limited Performance Warranty** - Host Provider warrants to Customer that it will make its best effort during the Term of this Agreement to perform its services in a competent and workmanlike manner and to ensure the Customer's web site operates substantially according to the terms set forth herein. Host Provider does not warrant that it will be able to correct all reported defects or that use of the Company's web site will be uninterrupted or error free. Host Provider makes no warranty regarding features or services provided by third parties (especially Internet telecommunications service or Web "browser" software), which are provided "as is" and "as available." EXCEPT AS SET FORTH ABOVE, HOST PROVIDER MAKES NO WARRANTY, EXPRESS OR IMPLIED. HOST PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liabilities

The following provisions are a material condition of this Agreement and reflect a fair allocation of risk:

(a) **Remedies** - Customer agrees that if the Host Provider violates any warranty or other provision of this Agreement, and Host Provider determines that repair or other corrective action is not economically or technically feasible, Customer's sole and exclusive remedy will be to obtain a refund of amounts paid by Customer to Host Provider for services rendered hereunder during the previous eighteen (18) months.

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The Customer's web site (including underlying technology and documentation) is a "computer data base" that constitutes "restricted computer software" and is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in the Rights in Commercial Computer Software clause at DFARS 227.7202-3 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at 48 CFR 52.227-19, as applicable.

15. Miscellaneous

This document and any attachments incorporated by reference constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only in writing. Headings are for reference purposes only and have no substantive effect. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Citation Solutions, Inc.

Name: Margie Seaman

Title: President, Citation
Solutions

Signed:

Date: June 26, 2010

The Customer

Name:

Title:

Signed:

Date:

3-23-11

Attachment A
Shared Host Environment

Dell 2550 Rack-Mounted Server including:

- a) Pentium III Dual Processor @ 866 MHz
- b) 256 KB Integrated L2 ECC Cache
- c) 2 GB 133 MHz ECC SDRAM
- d) Approximately 18 GB Internal Storage Capacity
- e) RAID Array
- f) Other features such as hard-drive bays, expansion slots, keyboard, mouse, etc.

Maintaining Email Addresses

- a) none

Monitoring of Site and Notification of Problems or Downtime

- a) 24 x 7 software monitoring

Basic Firewall Protection provided by Netopia Router

- a) Built-in firewall to protect LAN resources from Intruders
- b) Provides for Port Filtering as well as NAT (Network Address Translation) and MultiNAT for Secure yet flexible IP Configuration
- c) Allows individual ports to be configured for accessibility

Data Backups

- a) Daily backups of all data (database and forms)

Xerox WorkCentre 7345

Transmission Report

Date & Time : 08/16/2011 08:48 AM
Page : 1 (Last Page)

Document has been sent.

Job Date & Time

08/16/2011 08:48 AM

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Website Hosting	Website hosting for link posted October 1, 2010 through September 30, 2011 for the domain galvestonpoints-seniors.org Sales Tax	1	2,000.00 8.25%	2,000.00 0.00
Total				\$2,000.00

BILL TO
Galveston County Auditor's Office
P.O. Box 1418
Galveston, TX 77553

Citation Solutions, Inc.
5535 Memorial Drive
Suite F802
Houston, TX 77007

DATE	INVOICE NO.
6/1/2011	4194

Invoice

Date & Time Sent
08/16/2011 08:48 AM

Recipient Information
apclerk@co.galveston.tx.us

Result
Completed

SMARTsend(TM) Confirmation Report

Xerox Corporation®

Job Status: SUCCEDED
Job Status Details:

Job Information:

Start Date: 8/29/2011 10:55 AM
FreeFlow(TM) - SMARTsend(TM)
Server: svrapps6
Scan Source: 172.30.48.41
Job User: GC\FETH_J.ADM

Document Attribute Fields:

description
title c110853

Workflow Information:

Name: ITPO2011
Description:
Publication Name: ITPO2011
Publication Date: 12/28/2010 8:51 AM
Publication Owner: GC\FETH_J.ADM

Document Scanner Service:

Pages scanned: 10
Status: Completed successfully

OCR:

Requested format: PDF with image on text (*.pdf)
Status: Completed successfully

DocuShare:

Destination name: ITPO2011
Status: Completed successfully
Output Documents:
<http://docushare/dsweb/Get/File-58140>
Document Name: ITPO201120110829105540.pdf

Note: Scan to e-mail marked as successful when message has reached SMTP server and Scan to remote printer marked as successful when job was sent to the printer.

In case of questions, please contact your administrator, HEAT at phone:409-765-2685
or e-mail:HEAT@co.galveston.tx.us.

Citation Solutions, Inc.

5535 Memorial Drive
Suite F802
Houston, TX 77007

Invoice

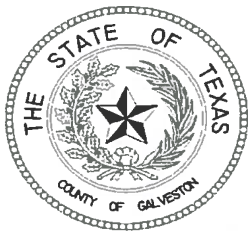
DATE	INVOICE NO.
6/1/2011	4194

BILL TO

Galveston County Auditor's Office
P.O. Box 1418
Galveston, TX 77553

TERMS

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Website Hosting	Website hosting for the period October 1, 2010 through September 30, 2011 for the domain galvestonparks-seniors.org	1	2,000.00	2,000.00
	Sales Tax		8.25%	0.00
PO# C110853			Total	\$2,000.00



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 11/08/2013		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: Yes <u>No</u>		
4. Department Name: Information Technology				5. Department Contact: JJ Allen			
6. Description: Hosting Maintenance agreement between Citation Solutions, Inc & Galveston County Parks Department.							
7. IFAS PEID No: 705613		8. IFAS Req No:		9. Orgkey: 1101159100		10. Object Code: 5481000	
11. Vendor: Citation Solutions, INC.				12. Vendor Contract No:			
13. Requested Legal Review: Yes / No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Contract Services	5481000	673,400	4,000.00				
			4680	Per contract for 24 months			
22. Totals:		673,400	4,000	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 10-1-11		Auto Renewal Contract: Yes / No		Bid No: N/A			
Contract End Date: 9/30/13		Contract # Issued By Purchasing: CM14073					

This contract is for services rendered only. New contract will need to be submitted by Parks Dept for FY14

Approved By:	Signature	Date
Department Head:		11/19/13
Purchasing Agent:		11-19-13
County Legal:		11/19/2013
Contract listed in Budget Documentation: YES NO		
County Budget Office:		11/21/2013
Budget Available and Funds are/will be Available: YES NO		
County County Auditor:		

AGENDA ITEM #14.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 11/13/2013		2. Contract Type: Expense Revenue Other			3. Renewal Contract: Yes /No		
4. Department Name: Information Technology				5. Department Contact: JJ Allen			
6. Description: Extended support for Dell Power Edge M600 Serial # 84VTPH1							
7. IFAS PEID No: 703308		8. IFAS Req No: CR401609		9. Orgkey: 1101159100		10. Object Code: 5423000	
11. Vendor: SHI Govt Solutions				12. Vendor Contract No:			
13. Requested Legal Review: Yes /No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maint/Repairs Equipment	5423000	\$17,542.17	\$636.01				
22. Totals:		\$17,542.17	\$636.01				
To Be Completed By Purchasing Department							
Contract Start Date: 9/25/13		Auto Renewal Contract: Yes / No		Bid No: N/A			
Contract End Date: 11/12/15		Contract # Issued By Purchasing: CM14071					

Approved By:	Signature	Date
Department Head:		11-18-13
Purchasing Agent:		11-18-13
County Legal:		11/20/2013

Contract listed in Budget Documentation: YES NO

County Budget Office:

Budget Available and Funds are/will be Available: YES NO

County County Auditor:



Date : 13-Nov-2013

Date Required : 14-Nov-2013

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

ITSO _____ Init/Date

CR#CR401609

PURCHASING AGENT



Pricing Proposal
Quotation #: 7121116
Reference #: CR311019
Created On: 9/26/2013
Valid Until: 12/6/2013

GALVESTON CO

Erin Quiroga

722 MOODY 202
ATTN: ACCOUNTS PAYABLE
GALVESTON, TX 77550
United States
Phone: (409) 770-5391
Fax: (409) 766-2521
Email: Erin.Quiroga@co.galveston.tx.us

Inside Account Manager

Meghan Reedy

1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Phone: 1-800-870-6079
Fax: 512-732-0232
Email: Meghan_Reedy@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Extended Service POWER EDGE M600 Dell - Part#: S9 + GD Note: Start 09/25/13 Ends 11/12/2015 Service Tag 84VTPH1	1	\$636.01	\$636.01
Total			\$636.01

Additional Comments

DIR-SDD-1951

ood afternoon. Here is the price quote you requested.

Please provide end-user contact information (first name, last name, and email address) for all orders. Not including this information may result in a delay in order processing.

Also, please include SHI quote number on your PO. Please contact me if you have any questions.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Galveston County Information Technology

Call Report - Call Number 62720

Call Details as at 8:14:26 AM, 9/16/2013

Call Details

Type:	Request	Customer:	Perez, Claudia
Call Ref/Job Ref:	/	Customer VIP Status:	Unspecified
IPK Status:	Service Request	Telephone:	409-770-6201
IPK Stream:	Default	Organization:	Information Technology
Service:	PURCHASE REQUEST	Location:	Courthouse Main
Config Item:	SERVER HARDWARE	Logged By:	Perez, Claudia
Outage Created:	N	Current Officer:	Allen, JJ
Call Priority:	Low	Current Group:	Administration
Call State:	Open	Forward to Officer:	Michaels, Lauren
Call Status:	Undefined	Forward to Group:	
Call Physical Status:	Forward Internally		
Call Description:	Extended support for Dell blades. See attached documents.		

Call Dates, Times and Expenses

Logged:	9/13/2013 12:05:44 PM	Time Solving:	0 hrs 10 mins	Total Expenses:	\$0.00
Last Action:	9/13/2013 1:07:17 PM	Downtime:	68 hrs 9 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
Dell Extended Support_m600_m610.docx	9/13/2013 12:07:18 PM	5WH	Unspecified
County of Galveston-Quote for EOL ext 9-12-2013 (2).xls	9/13/2013 12:07:47 PM	Initial quote	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
9/13/2013 12:05:44 PM	Perez, Claudia	Y	Unspecified	[Object Dell Extended Support_m600_m610.docx Uploaded] 5WH
9/13/2013 12:05:44 PM	Perez, Claudia	Y	Unspecified	[Object County of Galveston-Quote for EOL ext 9-12-2013 (2).xls Uploaded] Initial quote
9/13/2013 12:05:44 PM	Perez, Claudia	N	Unspecified	[Call Updated]
9/13/2013 12:08:03 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]
9/13/2013 1:06:58 PM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
9/13/2013 1:07:17 PM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]

Submitted by: Claudia Perez Date: 09/13/2013

Approved by: _____ Date: _____
IT Director / Assistant IT Director

Service Description

Basic Hardware Service

Introduction

Dell is pleased to provide Basic Hardware Service (the "**Service(s)**") in accordance with this Service Description ("**Service Description**"). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the "**Order Form**") will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact Dell Technical Support or your sales representative.

The Scope of Your Service Agreement

This Service provides technical support options, service parts and related labor services to address Qualified Incidents (as defined below). The applicable service response level is identified on Customer's Order Form for the Supported Product(s). Available service response levels vary by Customer location and may include the following:

- Return for Repair Services: Mail-In Service (MIS), Carry-In Service (CIS), Collect and Return Service
- Parts Only Service
- Next Business Day Onsite Service (NBD)
- Advanced Exchange Service

For more details on the service response options and levels, please review **Exhibit A**.

How to Contact Dell if You Require Service

All Basic Hardware Service offerings, except Parts Only Service, are entitled to the following technical service and support:

- Telephone support services, which provide hardware troubleshooting during local business hours, excluding local national holidays.
- Technical support services through instant online chat (where available) and e-mail.

Note: Service offerings may vary by geographic region. For Supported Products purchased from a Dell's Authorized Reseller, Customer may contact Dell's Authorized Reseller to identify the applicable service response level for Customer's Supported Products.

Low-Urgency Technical Service Resolution: For issues that are of low-urgency and for self-help resolution, where available please consider contacting Dell technical support service through instant online chat or e-mail available at www.support.dell.com.

Telephone-Based Resolution: Basic Hardware Service technicians ("**Dell Technicians**") are available by telephone during local business hours, excluding local national holidays. Local telephone support numbers are available at www.support.dell.com.

Before contacting Dell Technician, please have the following available:



- Service Tag (as defined below), Express Service Code, and Model Number of the Supported Product.
- A description of the problem and any troubleshooting steps taken prior to calling Dell Technician.
- The case number if one has already been assigned through prior contact with Dell Technician.
- Physical access to the Supported Product during the troubleshooting process.

The Dell Technician will also verify the service level for the Supported Product and assist Customer with a series of troubleshooting steps to help diagnose the issue. The Dell Technician may ask that the Customer to open the product case, remove hardware, manipulate software, or perform other diagnostic activities.

If the Supported Product is no longer within its applicable hardware warranty term or the issue is outside the scope of this Service, diagnosis and remedy of the issue may still be available, but at an additional fee.

Service Parts

Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement. Such parts are designated as Customer Self Replaceable ("CSR"). If during diagnosis, the Dell Technician determines that a repair of a Qualified Incident can be accomplished with a CSR-designated part, Dell will ship the CSR-designated part directly to the Customer. The freight method used to ship the CSR part is based on the level of service purchased by the Customer. Service parts for customers with "Next Business Day Service" will be shipped via a next business day freight method. Service parts for customers with "Return for Repair Service" will be shipped via ground freight service.

Once the Dell Technician has determined whether it is necessary to replace a part or return the system, Customer will be informed of the next steps to take. Depending on the service level that was purchased by Customer, the corresponding option listed in **Exhibit A** will apply regarding Customer's service response level.

Out of Warranty Basic Support

When a customer's unit is no longer under warranty, either because the warranty period has expired or the Supported Product's alleged problem or defect is not a Qualified Incident, there is an option to purchase out of warranty support for a fee. The out of warranty support can include telephone technical support and/or hardware repairs.

For a fee, Dell Technician will diagnosis the problem and if there is a hardware defect, Dell Technician will give an estimate to the customer of the price of out of warranty repair fees including labor and parts. Depending on the device and location, return for repair options or onsite service may be available to repair the defective unit. The customer is responsible for shipping if return for repair option is chosen. Out of warranty fees will be finalized once the defective unit has been examined by a qualified Dell Technician.

Multivendor Support

Dell is pleased to provide Dell ProSupport for Multivendor (the "**Multivendor Service(s)**") for select non-Dell assets ("**Multivendor Supported Product(s)**") as defined below) in accordance with this Service Description. This Service provides technical support options (telephone), service parts, and



labor services to maintain systems in a good operating condition during the term of service purchased ("**Multivendor Qualified Incidents**"). The coverage period for each device is included on Customer's purchase agreement or invoice associated with the purchase of this Service. These Multivendor Services are available for Multivendor Supported Products on a per-device basis as determined by Dell.

Multivendor Service Level Options. Multivendor Services for Multivendor Supported Products with or without OEM warranty are available during the coverage period set forth in the services term purchased for each device. The applicable service response level is identified on Customer's purchase agreement or invoice for the Multivendor Supported Product. Multivendor Services may include:

- On-site Service Options (Next Business Day On-site Support or 24x7 - 4 Hour On-site Support)
- Direct telephone access 24 hours each day, seven 7 days each week (including holidays) to Dell's global expert center staffed by senior-level analysts for troubleshooting assistance of hardware and software issues.
- On-site dispatch of technician and/or service parts to Customer's business location (as necessary and according to level of service purchased) for repairs and resolution necessary to bring a Supported Product to good operating condition.
- Remote troubleshooting assistance for common support issues, when available and with Customer's consent, in which Dell technicians connect directly to your system over a secure internet connection to expedite troubleshooting.
- Case management to help track resolution and escalation of Qualified Incidents.
- Escalation management to provide a single point of contact for incident management, escalation, and status of incidents within the scope of this Service.

Multivendor Supported Products. This Multivendor Service is available on select non-Dell systems which are in a standard configuration. The Multivendor Supported Product covered under this Service Description is identified on Customer's Dell invoice; however, Software & Peripheral products are not covered by this Service Description. A separate service contract must be purchased by Customer for each Multivendor Supported Product (for instance, the printer attached to an entitled system is NOT covered unless the printer has a separate support contract of its own). Each Multivendor Supported Product will be designated by its OEM serial number or another designated serial number (the "**Multivendor Service Tag**"). Additional products may be covered by this Service Description or added to the Multivendor Supported Products list depending on region, location, or language. Please contact your Dell sales representative for more detailed information on Multivendor Supported Products for this Service.

No Assumption of Warranty Obligations. Dell will not assume the Multivendor Supported Product warranty obligations of any manufacturer. Dell will not assume the software warranty obligations of any manufacturer or maintain software of any kind pursuant to this Agreement

Multivendor Supported Product in Normal Operating Condition. Customer is responsible for ensuring that the Multivendor Supported Product is in normal operating condition as of the beginning of the coverage period indicated on Customer's purchase agreement or invoice. Dell reserves the right to conduct an on-site inspection of the Multivendor Supported Product to confirm that it is in normal operating condition and to inventory the configuration and to obtain component serial numbers. Any service necessary to return the Multivendor Supported Product to normal operating



condition at the beginning of the coverage period in order to allow such Multivendor Supported Product to become eligible for the Multivendor Service is the responsibility of the Customer.

Supported Releases. Customer must maintain software and Multivendor Supported Product(s) at manufacturer-specified minimum release levels or configurations as specified on the OEM websites. Customer must also ensure installation of remedial replacement parts, patches, software updates, or subsequent releases as directed by the OEM in order to keep the Multivendor Support System(s) eligible for this Multivendor Service.

Limitation of Liability. Notwithstanding a separate signed agreement with Dell, in the event Dell is unable to restore Customer's Multivendor Supported Product in good operating condition Dell's aggregate liability to Customer arising out of, or in connection with this service description shall not exceed the lesser of either a) twelve (12) months fees paid or payable by Customer to Dell under this Service Description or b) a similar whole-unit replacement.

Additional Service Terms for Certain Supported Products:

Dell PowerConnect Basic Services

Basic Hardware Service for Dell PowerConnect Products includes hardware troubleshooting, remediation, and initial 90 day software support. Services support is entitled during business hours and Service Response Level based on basic service contract, and includes the following items:

- Power On
- Port connectivity
- SFP/GBICs
- Fans/Power Supplies
- Remote Troubleshooting via CLI/GUI
- Dell Engineering assistance for Hardware features bugs or defects

Initial 90 day software support: Dell warrants that for a period of ninety (90) days from the date of purchase, the software shall be free from defects in material and workmanship and substantially conform to its specifications under normal authorized use consistent with the Supported Product.

Dell EqualLogic Software Updates

Basic Hardware Service for select Dell EqualLogic Supported Products, including the Dell EqualLogic PS Series, includes both maintenance software updates and the introduction of new features to firmware and core software such as SAN HQ, Auto Snapshot Manager, and the Host Integration Toolkit (for the service period indicated on Customer's invoice).

Patches and Bug Fixes. Dell will periodically release patches and bug fixes to the applicable EqualLogic Enterprise Storage Software for purposes of maintaining operating system compatibility and/or database compatibility; and any error corrections, workarounds, and/or patches needed to maintain conformance to the Supported Product's documentation.

New Versions. New versions or releases of the applicable EqualLogic Enterprise Storage Software are generally made available by Dell at no additional charge to licensees for Enterprise Storage Software that is installed on a Supported Product covered by a Dell limited warranty or an annual service or maintenance contract. New versions generally consist of releases that contain patches and bug fixes, changes that reflect an expansion or extension of existing features, and changes that include substantial new features, functions, or capabilities.



Dell EqualLogic Support Renewal Rates: www.Dell.com/ProSupport/EQLpricelist

Excluded Services for All Supported Products

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:

- Any services, tasks or activities other than those specifically noted in this Service Description.
- Operating system software how-to assistance
- Database assistance
- Media replacement for non-Dell branded software (for example, Microsoft® Office) or for software that Dell no longer ships with new Supported Products
- Assistance with configuration, optimization, installation, relocation, or upgrades
- Global Command Center mission critical monitoring
- Emergency dispatch or Customer-determined incident severity levels
- Case management or escalation management
- Warranty, repair, or any other type of service requested for non-Dell products (unless as otherwise stated)
- Accessories, operating supplies, peripherals, or parts such as batteries, frames, and covers any recovery or transfer of data
- Repair of damage or defects in Supported Products which are purely cosmetic and do not affect device functionality
- Service for equipment damaged by misuse, accident or abuse of the Supported Product and components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices and accessories, improper or insufficient ventilation or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by the Customer (or Customer's agent),
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell, Dell's authorized reseller or authorized service provider, or by customers utilizing Customer Self Replaceable (CSR) parts.
- Performance assistance or administrative assistance.
- Activities such as installation, de-installation, relocation, preventative maintenance, training assistance, remote administration, or any activities or services not expressly described in this Service Description.
- Supply items, media replacement, operating supplies, cosmetic accessories or parts such as batteries, frames, and cover or support thereon.
- Direct third party product support or collaborative assistance of versions not currently supported by the manufacturer, vendor, or partner.



- Support for equipment damaged by act of nature (such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes), misuse, accident, abuse of Supported Product or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported Product in a manner inconsistent with its design, removal or alteration of equipment or parts identification labels, or failure caused by a product for which Dell is not responsible.
- Spyware/virus removal.
- Data backup services.
- Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those described in this Service Description.
- Scripting, programming, database design/implementation, web development or recompiled kernels.
- Repair of damage or defects in supported Products which are purely cosmetic and do not affect device functionality.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell, Dell's Authorized Reseller or Service Provider or by customers utilizing Customer Self Replaceable (CSR) parts.

This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as applicable.

General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Products, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.

Cooperate with Phone Analyst and On-site Technician. Customer will cooperate with and follow the instructions given by any Dell phone analyst or on-site technicians. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.

On-site Obligations. Where Services require on-site performance, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and the Supported Products, including ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell), if the system does not already include these items.

Maintain Software and Serviced Releases. Customer will maintain software and Supported Products at Dell-specified minimum release levels or configurations as specified on PowerLink for Dell | EMC Storage or EqualLogic™, or as specified on www.support.dell.com for additional Supported Products. Customer must also ensure installation of remedial replacement parts,



patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Products eligible for this Service.

Data Backup; Removing Confidential Data. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an on-site technician is also providing assistance. DELL WILL HAVE NO LIABILITY FOR:

- ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- DAMAGED OR LOST REMOVABLE MEDIA;
- DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO DELL;
- THE LOSS OF USE OF A SYSTEM OR NETWORK;
- AND/OR FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.

Dell will not be responsible for the restoration or reinstallation of any programs or data. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by the phone technician.

Third Party Warranties. These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.



Dell Services Terms & Conditions

This Service Description is entered between you, the customer ("you" or "Customer"), and the Dell entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer's separate signed master services agreement with Dell that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer's location, this Service is provided subject to and governed by either Dell's Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the "Agreement"). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of Dell Services	
	Customers Purchasing Dell Services Directly From Dell	Customers Purchasing Dell Services Through an Authorized Dell Reseller
United States	www.dell.com/CTS	www.dell.com/CTS
Canada	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global *	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global *
Asia-Pacific-Japan	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global *	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global * In addition, customers located in France, Germany and the UK can select the applicable URL below: France: www.dell.fr/ConditionsGeneralesdeVente Germany: www.dell.de/Geschaeftsbedingungen UK: www.dell.co.uk/terms	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.



* Customers may access their local www.dell.com website by simply accessing www.dell.com from a computer connected to the Internet within their locality or by choosing among the options at Dell's "Choose a Region/Country" website available at <http://www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen>.

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at www.dell.com/servicedescriptions/global.

To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com website in connection with your purchase or within a Dell software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.



Supplemental Terms & Conditions Applicable to Support & Warranty-Related Services

1. Supported Products

This Service is available on supported products which includes select Dell OptiPlex™, Latitude™, Inspiron™, Precision™, Vostro™, PowerEdge™, PowerEdge SC™, PowerVault™, PowerConnect™, Dell EqualLogic™, Dell | EMC Storage Systems™, and Dell printers, monitors and smartphones which are purchased in a standard configuration ("**Supported Products**"). Supported Products are added regularly, so please contact your sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell products. Each Supported Product is tagged with a serial number (the "**Service Tag**"). A separate service agreement must be purchased by Customer for each Supported Product. For example, a printer purchased with a laptop system is not covered by the laptop system's service contract; the printer and the laptop will each need their own service contract. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

2. Support Services

B. Limited Hardware Warranty; Hardware Coverage Limitations. Support-related services may include technical support options (telephone, Internet, etc.) and service parts and related labor services to repair or replace defect(s) in workmanship pursuant to and occurring within the limited warranty period applicable to Customer's Supported Product(s) (a "**Qualified Incident**"). Dell's Limited Hardware Warranty is available for review at www.Dell.com/Warranty or posted outside of the United States at your regional Dell.com website.*

Hardware coverage limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. Please see www.Dell.com/Warranty or your regional Dell.com website for warranty information or contact a Dell technical support analyst for more details.

- C. Whole Unit Replacement; Failure to Return.** If Dell determines that a component of the defective Supported Product is one that is easily disconnected and reconnected (such as a keyboard or monitor), or if the analyst determines that the Supported Product is one that should be replaced as a whole unit, Dell reserves the right to send Customer a whole replacement unit. If Dell delivers a replacement unit to Customer, Customer must relinquish the defective system or component thereof to Dell, unless Customer has purchased "Keep Your Hard Drive" for the affected system, in which case Customer may retain the respective hard drive(s). If Customer does not relinquish the defective system or component to Dell as required above, or if the defective unit is not returned within ten (10) days in accordance with written instructions provided with the replacement unit (in the event the replacement unit was not delivered in person by a Dell technician), Customer agrees to pay Dell for the replacement unit upon receipt of invoice. If Customer fails to pay such invoice within ten (10) days after receipt, in addition to any other legal rights and remedies available to Dell, Dell may terminate this Service Description upon notice.
- D. Parts Stocked; Mission Critical Parts.** Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to Customer's site. If a part that is needed to repair the Supported Product is not available from a Dell facility near Customer's location and must be transferred from another facility, it will be shipped using overnight delivery. 2-Hour and 4-Hour parts locations stock mission critical parts of Supported Products, as determined by Dell. A mission critical part is one which upon failure may prevent the Supported Product from performing its basic functions. Parts deemed non-critical include, but are not limited to: software, floppy drives, media drives, modems, speakers, sound cards, zip drives, monitors, keyboards, and mice. In order to receive 2-Hour or 4-Hour parts, Customer must have purchased



a corresponding service contract that supports mission critical parts delivery and the Supported Product must be located within the supported coverage area, as determined by Dell.

- E. **Service Parts Ownership.** All Dell service parts removed from the Supported Product and returned to Dell become the property of Dell. Customer must pay Dell at the then-current retail price for any service part removed from the Supported Product which are retained by Customer (except for hard drives from Supported Products covered by "Keep Your Hard Drive" service) if Customer has received replacement parts from Dell. Dell uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing warranty repairs.

3. **Term of Service.** This Service Description commences on the date listed on your Order Form and continues through the term ("**Term**") indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer's Order Form. Unless otherwise agreed in writing between Dell and Customer, purchases of Services under this Service Description must be solely for Customer's own internal use and not for resale or service bureau purposes.

4. Important Additional Information

- F. **Rescheduling.** Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the scheduled date. If Customer reschedules this service within seven (7) days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Services. Any rescheduling of the Service will be confirmed by Customer at least eight (8) days prior to commencement of the Service.
- G. **Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Service if, in its opinion, providing the Service creates an unreasonable risk to Dell or Dell's Service providers or if any requested service is beyond the scope of Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including Customer's failure to comply with its obligations under this Service Description. Service extends only to uses for which the Supported Product was designed.
- H. **Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Service Description.
- I. **Assignment.** Dell may assign this Service and/or Service Description to qualified third party service providers.
- J. **Cancellation.** Dell may cancel this Service at any time during the Term for any of the following reasons:
- Customer fails to pay the total price for this Service in accordance with the invoice terms;
 - Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician; or
 - Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may



not be varied by agreement. If Dell cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.

- K. **Geographic Limitations and Relocation.** This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell's then-current time and materials consulting rates.
- L. **Transfer of Service.** Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current Term, provided Customer is the original purchaser of the Supported Product and this Service or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at www.support.dell.com. A transfer fee may apply. Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available (or is not available at the same price), Customer or Customer's transferee may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer or Customer's transferee chooses not to pay such additional charge, the Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

© 2013 Dell Inc. All rights reserved. Trademarks and trade names may be used in this document to refer to either the entities claiming the marks and names or their products. A printed hardcopy of Dell's terms and conditions of sale is also available upon request.



Exhibit A

Service Response Options

Service Response Level	Additional Options (if applicable)	Details
Return for Repair Service Options	Mail-in Service (MIS)	Mail-in Service is initiated by calling Dell Technician as outlined above. During diagnosis, the Dell Technician will determine if the issue requires that the Supported Product be sent to a Dell-designated repair center to support a Qualified Incident. Typical cycle time, including shipping to and from the repair center, is 10 business days from the date Customer ships the Supported Product to Dell.
	Carry-In Service (CIS)	Carry-In Service is a "drop-off" service initiated by calling Dell Technician as outlined above. During the telephone-based troubleshooting process, the Dell Technician will diagnose whether a hardware fault is the issue: If so, then the Customer will be asked to deliver the Supported Product to a Dell-designated repair center or shipping location (at the Customer's cost). Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Once the Supported Product has been repaired, Dell will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city.
	Partner Led Carry-In Service (CIS) (available in certain emerging markets in Europe, the Middle East and Africa)	Carry-In Service is a "drop-off" service initiated by either calling or bringing the Supported Product to a Dell-designated repair centre or shipping location (at the Customer's cost). Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Order Form. Once the Supported Product has been repaired, the Dell Authorized Reseller will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city. The link identifies where Partner Led Carry In Service is available by country. (add URL post translation)
	Collect and Return Service	Collect and Return Service is initiated by calling Dell Technician as outlined above. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through telephone-based troubleshooting with the Dell Technician, a Dell representative will collect your Supported Product and take it to a Dell-designated repair center. This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard, and mouse, if not ordered separately.
	Terms and conditions applicable to all Collect and Return for Repair Service Options listed above.	Repairs of Qualified Incidents will be performed in accordance to the response time identified on Customer's Order Form. Once the Supported Product has been repaired, it will be returned to the Customer. Shipping Procedures: During diagnosis, the Dell Technician will provide instructions on how to return the product to the Dell-designated repair center. The Supported Product must be shipped to the address provided by the Dell Technician and prominently labeled with the "Return Authorization Number". The Return Authorization Number will be provided by the Dell Technician. To expedite repair or replacement, enclose a brief description of the issue in writing. Package the product being returned in its original packaging. If the original packaging is not available, the Dell Technician may assist by providing packaging; however a fee may apply for this service. Shipping Precautions: Customer should not send manuals, confidential, proprietary or personal information, or removable media such as floppy disks, DVDs, PC Cards, etc. Dell is not responsible for lost or corrupted data, damaged or lost media, or Customer's confidential, proprietary or personal information.



Service Response Level	Additional Options (if applicable)	Details
Parts-Only Service	N/A	For Customers with Parts-Only Service, Dell will enable Customer to request replacement parts to support a Qualified Incident(s). Dell may provide whole unit exchanges rather than the exchange of individual parts, in which case Dell includes a prepaid shipping container with each replacement part for Customer to use to return the original defective part to Dell. Parts-Only Service includes limited telephone support to qualify and create a dispatch only – the telephone support does not include telephone-based trouble-shooting or other types of remote assistance.
Next Business Day Onsite Services	N/A	<p>For Customers with Next Business Day Onsite Service, during the telephone-based troubleshooting, the Dell Technician will determine if an on-site service technician must be dispatched to support a Qualified Incident. For Next Business Day Onsite Service, a technician will typically arrive on-site the next business day. There are specific restrictions and terms to this service:</p> <ul style="list-style-type: none"> • Technicians are available Monday-Friday from 8:00 am to 6:00 pm local time, excluding local holidays. • Generally, calls received by Dell before 5:00 pm local time qualify for next-business day service, however, regional differences apply. Please contact a Dell Technician to determine the deadline for your location. • In the event that additional parts/resources are required once the on-site technician is at the Customer's site, work may be temporarily suspended until the additional parts/resources arrive. <p>Missed Service Visit: If the Customer or Customer's authorized representative is not at the location when the on-site service technician arrives, the technician cannot complete the required service. When possible, the on-site service technicians will leave a card to let the Customer know that they were there. If this occurs, the Customer may incur an additional charge for a follow-up service call.</p>
Advanced Exchange Service	N/A	For Customers with Advanced Exchange Service, Dell may ship a replacement product to the Customer's business location to support a Qualified Incident. The replacement product will be shipped via ground shipping. In some instances, at Dell's discretion, an on-site service technician may also be dispatched to replace/install the replacement product. Upon receipt of the replacement product, Customer must return the defective Supported Product to Dell by taking the defective Supported Product to the designated return carrier location within 3 business days. Should the Customer fail to return the defective item, a fee may be charged.



AGENDA ITEM #15.



KoaHills
CONSULTING

Change Order

Prepared For: Ms. Rebecca Galindo
Galveston County
722 Moody Avenue
Galveston, TX 77550

Quote Date: November 12, 2013
Project Title: Interface Development

Professional Services - Original Estimate & Change Order #1			
Task Description	Hours	Rate	Cost
P-Card & AP Interface Work	160	\$185	29,600
Total Professional Services			\$29,600

Professional Services - Additional Hours Required for Change Order #2			
Task Description	Hours	Rate	Cost
P-Card & AP Interface Work	80	\$185	14,800
Total Professional Services			\$14,800

Consultant Travel Estimate - 10 Days Onsite To Scope and Spec Reports	
Mileage (120 Miles Per Day) - 10 Trips	\$1,356
Meals (10 Days Per Diem)	\$1,040
Subtotal - Travel	\$2,396

Original Estimated Cost of Project	\$31,996
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Updated Total Cost of Project	\$46,796
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-NOTES-

- Professional Services will be billed as incurred.
- The additional hours quoted are necessary to meet the additional requirements identified by the County as listed on the attached Scope of Work.
- Professional Services estimate is based on current knowledge of client needs.
Travel, meals, and lodging will be billed as incurred. Figures provided for budgetary purposes.
- Quote is valid for 90 days.

Signature _____

Print Name _____

Date _____



**Scope of Work for Galveston County
P-Card & AP Interface Project
Additional Requirements - November 12, 2013**

The County has identified additional requirements for the ongoing project which Koa Hills Consulting has been working on with them. Below are the functional items to be developed under Change Order #2.

1. Change processes to accommodate weekly (rather than monthly) AP and JE batches.
2. Create new APRqrdFirst YN flag Y= AP must load first N=JEs may load without APs.
3. Create logic within both AP and JE load programs to use new APRqrdFirst flag.
 - a. If AP must be loaded first, issue JE Load errors when TransID does not exist.
 - b. If JE may be loaded without AP, do NOT issue AP Load errors for TransIDs already on file.
 - c. If JE may be loaded without AP, all the AP logic must be run to acquire valid Fund data.
4. Add a JE Load History table.
5. Change AP screen prompt and the AP process to accept a Zero for unknown weekly statement amounts.
 - a. Add the actual processed sum to the Batch record, so it is known by user.
 - b. Change screen message from an error to a notification instead, to display amount.
6. New AP Hold Code.
 - a. Add code prompt to AP screen, must be 2 chars matching "H"(1-9) or blank.
 - b. Pass code to AP process.
 - c. Add code to each data row in AP interface.
 - d. Add code to batch screen display.
7. Recognize newly added Transaction Split Sequence within AP download from bank.
8. Recognize newly added PE_ID and PE_Name data within the JE download from bank.
9. Issue warning msgs when JE Load process attempts to reload a previously-journaled transID.
10. Change AP Batch reset to just clear AP data, deleting only records with no JE load data
11. Change JE Batch reset to clear only JE Load data, not touching AP data.
12. Add the JE_ID field to pCard_Dtl table (uniq for weekly uploads- this one hold the day).
13. Identify and handle duplicate AP records.
14. Add new read-only screen to display credit card information.

AGENDA ITEM #16.a.



COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN,
SST, PURCHASING AGENT

November 20, 2013

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: RFP #B082020, Inmate Telephone Services – Contract Extension Request

Gentlemen,

The contract associated with RFP #B082020 – Inmate Telephone Services, is scheduled for its first of two (2) one-year extensions on January 1, 2014. The total contract term is seven (7) years and will expire January 1, 2016 if all extensions are satisfied. The contracted vendor for this service is ITI/Inmate Telephone Inc. dba Digital Solutions/Inmate Telephone.

The commission rate stands at 61.5%. No amendments to the contract have been requested at this time.

It is requested that an extension be authorized for this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Rufus", followed by a long, sweeping horizontal line.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments



Henry A. Trochesset
Sheriff
Galveston County

September 5, 2013

Rufus Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550

RE: RFP #B082020 – Inmate Telephone Services

Mr. Crowder,

I would like this letter to serve as my recommendation to grant the first scheduled extension of our contract with ITI/GTL.

If you have any questions, please feel free to give me a call.

Thank you,

A handwritten signature in black ink, appearing to read "Mary E. Johnson".

Mary E. Johnson
Chief Deputy, Corrections

MJ:lr

To Protect and Serve

601 54TH STREET • SUITE 2100 • GALVESTON, TEXAS 77551 • PHONE 409 766 2300



Corporate Headquarters
2609 Cameron Street
Mobile, AL 36607
251.479.4500
251.473.4588
GTL.net

October 11, 2013

Galveston County
Attn: Rufus Crowder, Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77551
409-770-5373

Dear Mr. Crowder:

Thank you and the entire Galveston County team for the continued partnership with Global Tel*Link. We look forward to a great 2014.

In reference to RFP#B08202, Inmate Telephone Services (Contract CM08134), we would like to exercise the option to extend the current contract for one additional year. New contract date would run from January 1, 2014 – December 31, 2014.

If you have any questions, please do not hesitate to give me a call at 214-415-4866 or send me an e-mail at, ckenter@gtl.net.

Thank you again for your loyalty.

Sincerely,

Corby Kenter

Regional Sales Executive
Midlothian, TX

CM08134

4c 10-29-2008

term: orig 1-1-2009 thru
12-31-2014
(2) one year OTT

.....
Upon motion of County Judge James D. Yarbrough, seconded by Commissioner Doyle, and carried; It is Ordered by the Court that the following Vending Agreement with Inmate Telephone, Inc be and is approved.

709476

**INMATE TELEPHONE, INC.
VENDING AGREEMENT**

16

THIS AGREEMENT is made on this ____ day of ____, 2008 by and between INMATE TELEPHONE, INC. located at 4200 Industrial Park Drive, Altoona, PA 16602 (hereinafter "ITI") and GALVESTON COUNTY, TEXAS (hereinafter "Customer" or "County") (collectively, "the Parties").

WHEREAS, Customer operates the Galveston County Jail (hereinafter "Facility"), located at 5700 Avenue H (Ball), Galveston Texas, 77551;

WHEREAS, ITI has developed a proprietary non-coin operated inmate telephone system (hereinafter, the "NCOTS") for use in inmate facilities;

WHEREAS, Customer wishes to establish an inmate phone vending arrangement to include non-coin operated telephones for use by inmates at the Facility, and

WHEREAS, the Parties desire to enter into this Agreement setting forth their mutual rights and obligations with respect to the installation and operation of the NCOTS.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

I. TERM

The Effective Date of this Agreement shall be January 1, 2009. This Agreement shall remain in force and effect for five years (5) plus two (2) one year renewals from the Effective Date (hereinafter, the "Initial Term") unless the Agreement is earlier terminated in accordance with Article IV. Unless canceled by written notice delivered to either party at least ninety (90) days prior to the termination of the Initial Term and any renewal term, this Agreement shall continue on a month to month basis at the end of such term upon the same terms and conditions as set forth herein. If this Agreement is so renewed on a month to month basis it may be terminated by either party upon thirty (30) days prior notice.

II. NCOTS INSTALLATION AND OPERATION

A. The County, for and in consideration of the payment to it of the commissions described in Article III (A), and for the equipment and services to be provided by service provider as listed in Exhibit A, grants ITI the exclusive right and profit to install and maintain an Inmate Pay Telephone Systems and related hardware, software, pay telephones and equipment (collectively, the "NCOTS") within the Facility. Customer agrees that the configuration of the NCOTS, including the number of telephones, shall be mutually agreed upon based on system usage at the Facility, but the number of telephones will not be less than the number of inmate telephones currently located within the Facility. Customer hereby grants to ITI reasonable access to and the use of the Facility for the installation and operation of the NCOTS. Customer further agrees to provide adequate space for the non-coin operated telephones that is easily accessible to the inmates, and adequate space for the equipment necessary to operate the NCOTS that is easily accessible to ITI or its designated representatives. Customer shall provide electrical outlets sufficient in number and capacity for operating the NCOTS and related equipment at Customer's expense.

B. ITI warrants and represents that (1) the equipment, materials, and services provided under this Agreement shall conform substantially with the specification set forth in ITI's response to the RFP (2) the equipment will be new and delivered in good condition; and (3) the services will be performed in a good and workmanlike manner according to industry standards.

C ITI shall be responsible for all line charges and any phone company charges related to the use of the NCOTS installed by ITI at the Facility. Customer agrees to provide to ITI all necessary information, within its possession, related to line charges from any long distance or other operating companies

D. Except as expressly otherwise provided in this Agreement, all phones and phone-related equipment installed by ITI, including the NCOTS, shall remain the property of ITI, and Customer warrants and represents that it shall not transfer, encumber, pledge, remove, relocate or grant any interest in the NCOTS, or any component thereof, without the express written consent of ITI

E. Maintenance and repair of the NCOTS and related equipment installed by ITI, (other than the equipment listed in Exhibit "A", as set forth in Article III (D) and (E) shall be the responsibility of ITI, except that the cost of any repair or maintenance required due to the misuse or willful misconduct of Customer, its agents or employees. Customer will be charged for any repairs required due to the misuse or willful misconduct of Customer, its agents or employees at ITI's standard rates, including travel and expenses. ITI agrees to respond to minor service requests within twenty-four (24) hours and major outages within four (4) hours

F The Data Conversion Agreement set forth in Exhibit B attached hereto is a part of this Agreement and is incorporated herein by reference, and Customer agrees to be bound by the terms of the Data Conversion Agreement

III. COMPENSATION

A. In consideration for granting ITI the exclusive right to operate the NCOTS at the Facility, ITI will pay Customer sixty-one and one-half percent (61.5%) of the gross billed revenue generated by calls made from the NCOTS at the Facility. Payments to Customer shall be due within thirty (30) days following the collection of records from the preceding month. All commission payments shall be final and binding upon Customer unless written objection thereto is received by ITI within sixty (60) days of mailing of the commission payment to Customer by ITI or unless additional revenues are thereafter determined to be due and owing as a result of audits conducted by Customer's County Auditor. Upon request ITI shall provide Customer with an annual accounting of all revenue received under this Agreement. Customer, acting through its County Auditor or his designee, shall also be given the unfettered right to audit and make copies of ITI's books and records relating to this Agreement during normal business hours at such times as is deemed necessary by Customer.

B. In the event of a change, repeal, enactment or amendment of any statute or regulation by any governmental authority that unilaterally has the power to increase ITI's costs to perform under this Agreement or reduces ITI's allowable rates that may be charged to NCOTS users, ITI, upon prior written approval of Customer, which approval will not be unreasonably withheld, shall be entitled to adjust the rates and terms of payment as set forth in Article III(A) above, to recover the increase in operating costs or to compensate for losses in revenues due to decreases in the rates chargeable to NCOTS users, said adjustment to take effect no earlier than fifteen (15) days after receipt by Customer of written notice of said adjustment. Should Customer not grant its approval to the rate adjustment, ITI may, upon one hundred twenty (120) days prior notice to Customer, terminate this Agreement. Any rate increase for reasons other than those stated herein shall be subject to Customer's written approval.

C. Customer acknowledges and agrees that the commission rate set forth in Article III (A) is based in part on Customer's acceptance of ITI's Complete Inmate Trust Accounting System ("ITA") as part of the overall package to be provided by ITI. Customer agrees to make its best efforts to implement the ITA at the Facility within ninety (90) days after the NCOTS goes live in the Facility, and that if the ITA is not fully implemented in the Facility within that ninety (90) day period, the commissions due to Customer pursuant to shall be adjusted to fifty-nine and two-tenths percent (59.2%) until such time as the ITA is fully implemented at which time the original commission rate will be restored.

D. In consideration for the exclusive rights set forth in Article II (A), ITI shall provide Customer with the Hardware, Software and Support Services listed in Exhibit "A" during the Initial Term of this Agreement free of additional charge. All hardware listed on Exhibit "A" shall remain the property of ITI during the Initial Term. Customer acknowledges and agrees that all software provided by ITI pursuant to the Agreement, including but not limited to Digital Solutions Inc.'s Offender Trust Accounting System, is and shall remain the property of the owner of said software and that ITI shall obtain such licenses as are necessary for Customer to lawfully use said software at no additional expense to Customer during the Initial Term. Customer understands and agrees that none of the incentives listed in Exhibit "A" have any cash value and any products or services not delivered or used to the extent stated in Exhibit "A" shall not be redeemable for cash or other products and services, nor shall they have any credit value that can be used in exchange for other products or services. Repair and maintenance of any equipment listed in Exhibit "A" shall be the responsibility of ITI, or, in the event any maintenance or repair falls within the original equipment manufacturer's warranty, the original equipment manufacturer. Customer is responsible for maintaining and/or replacing any toner cartridges, ribbons, paper, and other like consumables that are utilized by the equipment installed by ITI.

E. Within thirty (30) days after the completion of the Initial Term of this Agreement, ITI shall, if desired by Customer at that time, transfer ownership to Customer of the hardware listed in Exhibit "A", at no charge to Customer. Thereafter, Customer will be charged for any repair and/or maintenance to said equipment performed by ITI at ITI's standard rates, including travel and expenses, unless Customer has entered into a yearly Hardware Maintenance Agreement with ITI, in which case the terms of the separate agreement shall govern any maintenance and/or repair.

IV CALL RECORDING

A. ITI shall provide at no additional cost to County conversation recording and/or monitoring services for designated conversations made through or stored in the ITI inmate telephone system, including the use of ITI's proprietary Call Recording Technology System (the "CRTS"). The CRTS will record conversations designated by County to hard drive, tape drive, a network attached storage device (NAS) or a direct attached storage device (DAS) coupled to ITI's inmate telephone system or directly to County's network or to a Storage Area Network (SAN), located in ITI's Data Center; provided, however, that ITI shall not record any conversations that are privileged, protected by privacy, prohibited by law (including without limitation privacy laws), or prohibited by a court order. ITI agrees to provide storage for designated conversations for a maximum period of six (6) months unless a different period has been agreed to in writing by both parties. ITI shall at no cost to the County ensure that at the inception of phone calls made by inmates and at the time the conversation is initiated with the party called by the inmate, that a prompt informing the parties to the conversation that the call is subject to monitoring and recording be given, and the prompt be repeated periodically during the conversation at 120 second intervals.

B. County agrees that its operator shall be responsible for designating, and shall designate, through the Inmate Telephone Management System which conversations are to be recorded and/or monitored (the "designated conversations") and which conversations are privileged and not to be recorded or monitored. Notwithstanding the foregoing, ITI reserves the right, in its sole discretion, to decline to record any conversation for which ITI has a good faith belief that such recording would violate any law, court order, or other legal obligation or prohibition.

C. ITI and/or its subcontractors will use industry standard methods to store designated conversations on one of the storage devices referenced above, using RAID5 technology, Hot Swap and Hot Spare drives or other available technology; however, the County shall be solely responsible for backing up the designated conversations stored by ITI and/or its subcontractors as part of a disaster recovery plan and must do so to devices owned and operated by, or under the control of, County. In the event of a system failure which results in the loss of any or all stored conversations, ITI, its subcontractors and County will rely solely on the County's backup data for recovery.

D. ITI offers no warranty as to the accuracy or reliability of its conversation recordings or the accuracy or reliability of the storage media on which the conversation recordings are stored. In the event of a failure of one of the systems for any reason, including but not limited to a failure by ITI or its subcontractors to record, store and/or monitor designated conversations, County agrees that ITI shall not be liable for any claims of any nature as a result of conversations that were not recorded, monitored, lost or damaged for any reason.

V TERMINATION

A. In the event of termination of this Agreement for any reason, Customer agrees to allow ITI access to the Facility in order to remove all equipment which belongs to ITI. ITI agrees to remove its equipment within thirty (30) days after termination of the Agreement.

B. Customer reserves the right to terminate this Agreement upon sixty (60) days prior written notice for its convenience, or for any reason deemed by Customer to serve the public interest. Customer reserves the right to terminate this Agreement upon thirty (30) days prior written notice for any reason resulting from any governmental law, ordinance, regulations or court order. In the event of termination for convenience or public interest, the Customer shall forego the last two months commission payments which would otherwise be payable under this Agreement. In no event shall Customer be liable for loss of any profits anticipated to be made hereunder by ITI should the Agreement be terminated early.

C. In the event Customer terminates the Agreement Customer shall have the option of purchasing the hardware and retaining the software licenses listed in Exhibit "A" at the prices set forth in Exhibit "A".

E. In the event one party believes the other is in material breach of this Agreement, that party shall give the breaching party written notice specifying the nature of the breach and an intention to terminate the Agreement if the breach is not cured in accordance with this provision. This written notice shall include, but is not limited to, a statement of the facts relating to the breach and the action required to cure the breach. The breaching party shall have thirty (30) business days from the receipt of such notice to cure the breach unless the breach is incapable of being cured within the thirty (30) business day period, in which case the Agreement may not be terminated if efforts to cure the breach are initiated within the thirty (30) business day period and diligently pursued to completion. If the breach is not cured within ninety (90) days after the receipt of written notice of the breach, the other party may terminate this Agreement effective immediately upon notice of termination to the breaching party.

E. For the purposes of this provision the term "cause" shall not include nonperformance by ITI due to Force Majeure Conditions, or any other causes beyond its control. Force Majeure Conditions include but are not limited to the following: Acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions such as tropical storms or hurricanes, acts or omissions of third parties, including suppliers and common carriers (collectively referred to as "Force Majeure Conditions").

VI Liability

A. Notwithstanding any other provision of this agreement, ITI shall not be liable for any damages resulting from the inability to record or monitor conversations, loss of data, call recordings, or call detail information, or the use of any conversation recordings or call detail information. ITI shall not be responsible for lost profits arising directly or indirectly from the use of or inability to use the its, recording hardware or software, inmate telephone management system hardware or software, or any other equipment or software provided under this agreement, or for consequential, incidental or punitive damages, even if advised of the possibility of such damages. ITI'S maximum liability under this agreement for actual damages, including any duty to indemnify, shall be limited to the greater of.

i) one millions dollars (\$1,000,000); or
ii) the total amount of all revenue received by ITI for the twenty four (24) consecutive months immediately preceding the date ITI's liability is established or, in the event this Agreement has expired or terminated, the twenty-four (24) consecutive months immediately preceding the date of such expiration or termination.

B Notwithstanding any other provision of this Agreement, ITI shall not be liable for interruption of service from any cause. In no event shall ITI be liable for holes in the walls or damage to floors or other damages that may result from the proper installation or removal of the phones using reasonable installation and removal techniques.

D Subject to the limitations set forth in Article VI(A), ITI shall indemnify, hold harmless, and defend Customer, its officers and employees, from and against any and all claims, damages, demands, suits, proceedings, costs or expenses of every type, including reasonable attorney's fees and litigation expenses, brought against or incurred by Customer due to any loss or injury arising out of any negligent act or omission, or intentional misconduct of ITI, its employees or agents, in connection with the performance of this Agreement.

G County understands and agrees that ITI shall not install any phone cord greater than eighteen (18) inches in length, and that ITI shall not be liable for or indemnify against any claims, liabilities, causes of action, lawsuits, damages, reasonable attorney's fees, costs or expenses arising from the use or misuse of any phone cord greater than eighteen (18) inches in length not installed by ITI.

VII Intellectual Property

A Confidentiality. Each party to this Agreement acknowledges that during the term of the Agreement (or any renewals thereof), a party may disclose to the other party certain information and materials that are nonpublic, confidential, and proprietary in nature to the disclosing party (the "Proprietary Information"). The Parties agree that any Proprietary Information will be kept confidential and used by receiving party only in connection with this Agreement for purposes of installing, operating and/or maintaining the ITS and the CRTS (the "Permitted Purpose"), and the receiving party will not use the Proprietary Information in any way detrimental to the disclosing party or for the benefit of a third party. Only employees and authorized representatives of the receiving party who need to review the Proprietary Information in connection with the Permitted Purpose may access and view the Proprietary Information; provided, however, that such employees or representatives have executed non-disclosure agreements that substantially conform to this Agreement. The receiving party will not disclose the Proprietary Information or any portion thereof to any other person or entity without the disclosing party's prior written consent. The receiving party also agrees that it will use its reasonable commercial efforts to protect the secrecy and confidentiality of and avoid disclosure or use of the Proprietary Information, including without limitation, implementing reasonable commercial measures, which the receiving party uses to protect its own highly sensitive confidential information. Moreover, the receiving party agrees that it will not reverse engineer or disassemble, make or cause to be made derivative works of any kind from, or make copies of, the Proprietary Information, absent express written permission of the disclosing party. In the event of dissemination, disclosure, or use of the Proprietary Information that is not permitted by this Agreement, the receiving party shall notify the disclosing party immediately in writing and will use reasonable efforts to assist the disclosing party in minimizing the damage from such disclosure. Such remedy shall be in addition to and not in lieu of any other rights and remedies the disclosing party may have at law or in equity against the receiving party. The receiving party will be solely responsible for any breach of this provision and in addition to the foregoing will, at its sole expense, take all reasonable measures including, but not limited to, court proceedings, to prohibit or prevent unauthorized disclosure or use of the Proprietary Information. The disclosing party shall use reasonable efforts to mark all Proprietary Information with appropriate markings to indicate its confidential status, and if any Proprietary Information is disclosed verbally, the disclosing party shall send a written confirmation within thirty (30) days providing a summary of the disclosed information and identifying the information as being Proprietary Information. In the case of the hardware and software incorporated into the ITS and CRTS, the Parties agree that all such hardware and

software is Proprietary Information to ITI (except to the extent visible without disassembly). The receiving party acknowledges and agrees that any and all Proprietary Information (including any intellectual property rights therein) is and will remain the sole property of the disclosing party. Nothing herein shall apply where disclosure is required pursuant to law, subpoena or court order, provided, however, that the receiving party shall provide the disclosing party prompt notice of any request for disclosure so as to permit the disclosing party to object or take other appropriate action to prevent the disclosure of its Proprietary Information.

County, as a political subdivision of the State of Texas, is required to abide by the terms and provisions of what is commonly called the Texas Open Records Act ("Act"). Should any provision set forth in the immediately preceding paragraph conflict with the terms and provisions of the Act, the terms and provisions of the Act shall prevail and the conflicting provision will be deemed to have been modified so as to come into compliance with the terms and conditions of the Act.

B. Limited License. County acknowledges that the ITS and CRTS incorporate confidential and proprietary hardware and software of ITI, which includes patented, patent pending, and/or copyrighted technology ("ITI's Proprietary Technology"). This Agreement entitles County to use ITI's Proprietary Technology solely for the operation of the ITS and the CRTS. No license, express or implied, in ITI's Proprietary Technology is granted to County other than to use ITI's Proprietary Technology in the manner and to the extent required for the operation of the ITS and the CRTS.

C. Ownership of Intellectual Property. County acknowledges and agrees that any and all intellectual property rights in ITI's Proprietary Technology, including but not limited to any pending patent application or issued patent covering any aspect of ITI's Proprietary Technology is and will remain the sole property of ITI. Though no separate royalty is being charged for the use of the CRTS, the parties acknowledge and agree that a reasonable royalty associated with the CRTS is incorporated into the compensation being paid under this Agreement; in this sense, the CRTS is being provided at no additional royalty.

D. Restrictions. County agrees that it will not reverse-engineer, disassemble or decompile any equipment, component, or software which is part of the ITS and/or CRTS.

E. No Source Code License. To the extent that the licenses hereunder reach any software, County acknowledges and agrees that the licenses granted hereunder extend solely to such software in object form only, and that nothing in this Agreement shall be construed as granting any license whatsoever to the underlying source code that is used to generate any such software.

VIII. Miscellaneous

A. Authority. Each party to this Agreement warrants and represents that the party has the unrestricted right and requisite authority to execute, deliver and perform under this Agreement and to authorize the installation and operation of the NCOTS and related equipment in the Facility. Each party further warrants and represents that the execution of this Agreement has been duly authorized and that the signatory below has the legal authority to enter a binding contract on behalf of the party, and that all actions, resolutions and/or express authorizations required to be obtained prior to entering this Agreement have been taken, passed and/or obtained.

B. Incorporation of RFP and Proposal. The RFP including the Cover Sheet, Table of Contents, Project Overview, Procurement Process, Corporate Experience, Statement of Work, Program Support Services, Personnel Services, Commissions and Method of Payment, Contract Provisions, and Proposal Response Sheet and Alternative Proposals Accepted by County for the item(s) being published for this request for Proposal and all questions and answers and addenda are hereby incorporated into this Agreement, and collectively, these documents constitute the entire contract and ITI agrees to be bound by all terms and conditions contained within and to timely make all payments to County, provided, however, that in the event of any conflict or inconsistency between any of the foregoing documents and either this Agreement or the attached Exhibit A, the terms and conditions of this Agreement and the attached Exhibit A shall control.

C. Governing Law. This Agreement shall be construed under and is enforceable under the laws of the State of Texas, and shall be performable in Galveston County, Texas. Venue shall lie exclusively in Galveston, Texas or in the U.S. District Court for the Southern District of Texas.

D. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

E. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.

F. Entire Agreement. This Agreement, including Exhibit "A" and the documents listed in Article VII(B) constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this Agreement.

G. Modifications. No amendment, modification or alteration of the terms of this Contract shall be binding unless same is in writing, dated subsequent to the date of this Agreement and duly executed by authorized representatives of each party.

H. Assignments. Any sale or transfer of the business, property or operations of the Facility shall include an assumption by the buyer of all the terms and conditions of this Agreement (or any renewal or extension thereof). Neither party may assign this Agreement without the written consent of the other, which consent shall not unreasonably be withheld.

I. No Waiver. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of the Agreement.

J. Dispute Resolution. Any and all claims or controversies arising out of or relating to the Agreement shall, upon the written request of any party, initially be submitted to a senior manager from each party, who will meet in person and confer in good faith to resolve the dispute within fifteen (15) business days following such notice. In the event the parties cannot resolve any dispute, the parties may pursue any available legal remedy consistent with this Agreement or attempt to resolve their dispute through mediation which will be held in Galveston County, the cost of which will be shared equally by the parties.

K. Notices. All notices required to be in writing herein shall be delivered by each party to the other party by registered mail at the following address.

If to ITI:

Inmate Telephone Inc.
Attn: James Faith
4200 Industrial Park Drive
Altoona, PA 16602

If to Customer:

Galveston County
Galveston County Purchasing Agent
722 Moody, 5th Floor
Galveston, Texas 77550

L. No Joint Venture. Neither this Agreement (or any renewal or extension thereof) nor the disclosure or receipt of Proprietary Information constitutes or implies any promise or intention to enter into a partnership, agency, employment, or joint venture relationship, or to make any investment in any entity, to purchase any products or services by any entity, or to offer any additional information, products, or services to any entity.

M. Interpretation. Section headings in this Agreement are for reference only and shall not be construed as modifying any provisions herein.

N. Survival. Sections V(A)-(C), VI(A)-(D), VII(A), (C)-(D), and VIII(B)-(F), (M) and (N) shall survive any termination of this Agreement (or any renewals or extensions thereof).

O. Counterparts. This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

The rest of this page has intentionally been left blank.

IN WITNESS WHEREOF: Witness our hands at Galveston, Texas, effective as of the date fully executed by the County Judge

INMATE TELEPHONE, INC.:

GALVESTON COUNTY

Signature

James D. Yarbrough, County Judge

James D. Reilly
Printed Name

12/15/08
Date

Dec 9, 2008
Date

Attest.

Mary Ann Dagle
County Clerk



Approved as to Form: Harvey Bazaman, by permission Mar Ross
Harvey Bazaman, Director, Galveston County Legal Department

Quantity	Description	Unit Cost	Total Cost
1	Standard Aeronautics Interface (TEI Format)	\$2,353.00	\$2,353.00

10	Hourly Tech Support		\$125 (2)	\$1,750.00
11	Business Hour Technical Support (4 x 8 hours weekdays)		\$45 (2)	\$1,700.00

Quantity	Description	Unit Cost	Est. Cost
700	Data Conversion for Correctional Records from old systems. Billable on a per hour basis. To be quoted once the following has been supplied: -Sampling of Data from old system -Field Definitions -Volume of Records -Must be ASCII Delimited Text Format	\$135.00	\$27,000.00

Quantity	Description	Unit Price	Est. Price
1	One Installation of Software Products	13,000.00	13,000.00
1	One Training on Software Products	13,000.00	13,000.00
1	One on-site When Doing the Training	13,000.00	13,000.00
1	Monthly Training for up to 17. 60 days after (on-site)	13,000.00	13,000.00
100	Project Management Software	13,000.00	13,000.00

OSI | CDI | ITI

EXHIBIT B
Data Conversion Agreement

THIS AGREEMENT is made on this ____ day of ____, 2008 by and between INMATE TELEPHONE, INC. located at 4200 Industrial Park Drive, Altoona, PA 16602 (hereinafter "ITI") and GALVESTON COUNTY, TEXAS (hereinafter "Customer" or "County") (collectively, "the Parties");

WHEREAS, Customer operates the Galveston County Jail Complex (hereinafter "Facility"), located at 5700 Avenue H (Ball), Texas, 77551,

WHEREAS, the Customer currently maintains an electronic database of offender and accounting information including but not limited to, for example, identification information, account balances, transaction information,

WHEREAS, In connection with a certain Vending Agreement between DSI and the Customer, DSI has agreed to provide Customer, through DSI or its subcontractors, with a certain proprietary Inmate Trust Accounting software application for use within the operations of the Customer's Facility,

Now, Therefore, in consideration of the mutual promises and obligations contained herein, and in view of other good consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. In connection with the installation of certain software applications in the Customer's Facility, DSI, and/or its subcontractors shall provide data conversion services to convert, to the extent reasonably and commercially feasible, the Customer's current accounting information, and the Customer shall assist DSI, and/or its subcontractors in obtaining details regarding the format in which such accounting information has been stored electronically. The Customer agrees to assign someone that is familiar with the existing database and the data format of the accounting information so that the assigned person can provide assistance in data mapping and the exportation of the accounting data. All data must be exported in an ASCII Comma Delimited format, or other format acceptable to DSI and/or its subcontractors.
2. Customer shall arrange for DSI and/or its subcontractors to have access to the then-current accounting information that is to be converted, and DSI and/or its subcontractors will convert the offender information, to the extent reasonably and commercially feasible, for use with the software application that DSI and/or its subcontractors install in the Customer's Facility.
3. Customer shall be solely responsible for backing up the electronic data prior to DSI's conversion. Customer shall also be solely responsible for tracking any updates that may be made to the accounting information after the time that the then-current accounting information is provided to DSI and/or its subcontractors for final conversion.
4. Customer will reasonably cooperate with DSI and/or its subcontractors so that DSI and/or its subcontractors may test, convert, and install the accounting information. DSI and/or its subcontractors shall thoroughly test the converted data for accuracy before installation.
5. The Customer agrees that it shall be obligated to thoroughly test the converted data for accuracy and to bring any conversion errors promptly to the attention of DSI and/or its subcontractors.
6. Upon DSI's installation of the converted and tested data, the Customer will have Thirty (30) ~~Ten~~(10) days to test the installed data for accuracy of data conversion. Customer shall itemize any conversion errors on or before the end of the Thirty (30) day test period, or Customer shall be deemed to have accepted the data conversion. DSI shall have Ten (10) days to correct any conversion errors. The exact format of the acceptance form shall be mutually agreed upon by the parties.

7 Because DSI and/or its subcontractors did not collect the accounting information to be converted, DSI and/or its subcontractors offer no warranty as to the accuracy or reliability of the electronic data to be converted. After the Customer's acceptance of the converted data, DSI and/or its subcontractors offer no warranty as to the accuracy or reliability of the electronic data to be maintained.

8 It shall be the responsibility of the Customer to backup all electronic data as part of a disaster recovery plan. In the event of a complete system failure which results in the loss of any or all data, DSI and/or its subcontractors and Customer will rely solely on the Customer's backup data for recovery of the accounting information stored in the electronic database. In the event of a failure of that system for any reason, including but not limited to a failure by DSI and/or its subcontractors, its employees or subcontractors to accurately input offender information and/or maintain reasonable backup procedures, Customer agrees that DSI and/or its subcontractors shall not be liable for any claims of any nature as a result of accounting information which is lost or damaged for any reason.

9. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, DSI AND/OR ITS SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY DAMAGES, RESULTING FROM LOSS OF DATA, CONVERSION OF DATA, OR USE OF ACCOUNTING INFORMATION, OR LOST PROFITS, OR FOR ANY OTHER LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OR INABILITY TO USE THE ACCOUNTING INFORMATION AND/OR THE STORAGE DEVICES UPON WHICH SUCH INFORMATION IS STORED, OR FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUT, DSI WILL BE LIABLE FOR ACTUAL DAMAGES CAUSED TO THE CUSTOMER RESULTING FROM DSI'S AGENTS AND/OR EMPLOYEE'S NEGLIGENT ACTS OR OMISSIONS.

10. Each party to this Agreement warrants and represents that the party has the unrestricted right and requisite authority to execute, deliver and perform under this Agreement and to authorize the conversion of accounting data and the installation of the converted data. Each party further warrants and represents that the execution of this Agreement has been duly authorized and that the signatory below has the legal authority to enter a binding contract on behalf of the party, and that all actions, resolutions and/or express authorizations required to be obtained prior to entering this Agreement have been taken, passed and/or obtained.

11 The terms of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the Texas, and the Parties irrevocably consent to the personal jurisdiction of the federal and state courts presiding in Texas with venue being in Galveston County.

12 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. To the extent that any terms of this Data Conversion Agreement are inconsistent with any terms of the Vending Agreement relating to the data conversion services, this Data Conversion Agreement shall control. In all other respects the terms of the Vending Agreement shall continue in full force and effect.

IN WITNESS WHEREOF: Witness our hands at Galveston, Texas, effective as of the date fully executed by the County Judge.

INMATE TELEPHONE, INC.:

GALVESTON COUNTY

Tim P. Rokosky
Signature

James D. Yarbrough
James D. Yarbrough, County Judge

Tim P. Rokosky
Printed Name

12/15/08
Date

Dec. 9, 2008
Date

Attest: Mary Ann Daigle
Mary Ann Daigle, County Clerk

Approved as to Form Harvey Bazamall by permission Mae Ross
Harvey Bazamall, Director, Galveston County Legal Department

Word/depts /purch/inmate telephone inc - contract Draft two

AGENDA ITEM #17.a.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Justice Administration + Law Library	BA 13-095-1126-A
Date Submitted:	November 9, 2013	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

GENERAL EXPLANATION:		101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	
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Request intradepartmental transfer to cover overage on P-Card expenditures in fiscal year 2013.

This budget amendment does not increase the budget for FY 2013.

TRANSFER FROM	<i>Account Balance</i>
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Auditor Use Only
Account Balance
Sufficient
(Y/N)

Fund	Department	Line Item:	Amount
2211 - Law Library	129100 - Law Library	5603014 - Contribution Administration	8,600
2211 - Law Library	129100 - Law Library	5603015 - Contribution Technology	6,800
2211 - Law Library	129100 - Law Library	5603021 - Contribution Facilities	2,740
TOTAL - Transfer From			\$ 18,140

TRANSFER TO		Account Balance

Auditor Use Only
Account Balance
Sufficient
(V/N)

Fund	Department	Line Item:	Amount
2211 - Law Library	129100 - Law Library	5317000 - Books and Periodicals	18,140
TOTAL - Transfer To			\$ 18,140

ADDITIONAL COMMENTS:

The Director of Professional Services is requesting an intradepartmental transfer to cover coverage on P-Card expenditures in fiscal year 2013.

	Law Library - Contribution Administration	Law Library - Contribution Technology	Law Library - Contribution Facilities	Law Library - Supplies Category
Beginning Balance, September 30, 2013	\$8,600	\$6,800	\$5,500	\$201,793
BA 13-095-1126-A	-8,600	-6,800	-2,740	18,140
Total Amended Budget (if approved)	\$0	\$0	\$2,760	\$219,933
Total Expenditures and Encumbrances to	0	0	0	201,793
Total Budget Available (if approved)	\$0	\$0	\$2,760	\$18,140

Departmental Authorization	Date
----------------------------	------

Human Resources Department	Date	Budget Office Authorization	Date
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Budget Office Authorization _____ Date _____

Date /

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: _____ Date: _____

Date: _____

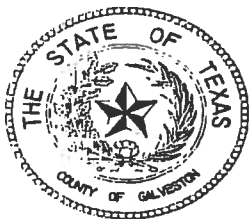
Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____ Date Approved: _____

Date Approved: _____

AGENDA ITEM #18.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

Grant Application Award Approval Request

Date of Request: <u>11/26/13</u>		Department: <u>Emergency Management</u>				
Grant Agency: <u>Texas Dept. of Public Safety</u>			Funding Source: <u>Urban Areas Security Initiative</u>			
Grant Start Date: <u>9/1/13</u>	Program Year: <u>2013</u>	Renewal: Yes <u> </u> No <u> / </u>		Last Billing Date: <u> </u>		
Grant End Date: <u>1/31/15</u>	Program End Date: <u>1/31/15</u>	Award/Agreement No: <u>EMW-2013-55-00045</u>				
Description: <u>Salary of the part time Logistics Chief.</u>						
Grant Org Key: <u> </u>			Grant Type: Advance Payment <u> </u> Reimbursement <u> / </u>			
Expenditure Type	Grant (Other) Funded	County Funded		Total Budget		
Salary & Benefit	<u>\$17,842.00</u>	<u>0</u>				
Non-Labor						
Indirect/Admin Costs						
Totals:	<u>\$17,842.00</u>	<u>0</u>		<u>-</u>		
	FY12	FY13	FY14	FY15	After FY15	Total
County Funding Requested:						<u>0</u>
County Funding Budgeted:						

Approved By:	Date	Signature
Grants Manager:	<u>11/21/13</u>	<u>Cynthia Paza</u>
Director of Finance:	<u>11/21/2013</u>	<u>[Signature]</u>



Texas Department of Public Safety

2013 Sub-Recipient Award for Galveston County

1. General Award Information

Reference/Encumbrance No:

Date of Award: November 20, 2013

Prepared By: Hatfield, Bryan

3. SAA Award Number: 13-SR 48167-04

4. Sub-Recipient Name and Address

Judge Mark Henry
Galveston County
722 Moody, Suite 200
Galveston, TX 77550

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
Urban Areas Security Initiative (UASI)

Federal Grant Award Number: EMW-2013-SS-00045

Federal Granting Agency: Department of Homeland Security FEMA
Grant Programs Directorate

Date Federal Grant Awarded to TxDPS: September 1, 2013

CFDA: 97.067

6. Award Amount and Grant Breakdowns**Houston UASI M&A**

\$17,842.00

Grant Period:**From:****Sep 1, 2013****To:****Jan 31, 2015**

(The SAA must receive all invoices by the end of grant period)

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2013, (Public Law 113-6), and the Homeland Security Act of 2002 (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at <https://www.sam.gov/portal/public/SAM/>

10. Agency Approvals**Approving TxDPS Official:**

Machelle Pharr
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:**11. Sub-Recipient Acceptance**

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:

Mark Henry, County Judge

Signature of Sub-Recipient Official:

**Enter Employer Identification Number (EIN) or
Federal Tax Identification Number:**

74-6000908

DUNS Number:

081-507-709

Date Signed :

DUE DATE: January 4, 2014 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

2013 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

1. Fill in the information and sign the Grant Sub-Recipient Award;
2. Certify they have read and understand these Terms and Conditions;
3. Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and
4. Return all documents via email to SAA_SRA@dps.texas.gov on or before the date provided in the transmittal letter and/or in this grant.

Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2013 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2013 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2013 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NPG. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2013 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2013 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2013 Funding Opportunity Announcement as binding.

Standard of Performance. Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"

Failure to Perform. In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

Environmental Review

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's

EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.

Sub-recipient, as soon as possible upon receiving its grant award, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Funding Obligations

- A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.
- B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.
- C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.
- D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.
- E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

Performance Period

The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.

Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below.

A. Administrative Requirements

- 1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule);
- 2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
- 3. 44 C.F.R. Part 10, Environmental Considerations

B. Cost Principles

- 1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- 4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2013 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf and the Nonprofit Security Grant Program (NSGP),

DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf>.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.
2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Operation Stonegarden (OPSG) Specific Conditions

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.
2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.
3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.
4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) at <http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc> and the State Administrative Agency Sub-recipient Manual, available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

3. Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:

- a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
- b. Texas Government Code Sections 556.004, 556.005, and 556.006, including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
- c. Texas Government Code Sections 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
- d. Texas General Appropriations Act, Art. IX, Section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and
- e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

Restrictions and General Conditions

A. **Use of Funds.** DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

B. **Lobbying Prohibited.** No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.

C. **Transferring Funds.** Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.

D. **Federal Employee Prohibition.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.

E. **Cost Categories.** There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2013 HSGP FOA, Appendix C, Funding Guidelines.

1. Management and Administration
2. Planning
3. Organization
4. Equipment
5. Training
6. Exercises
7. Maintenance and Sustainment
8. Critical Emergency Supplies
9. Construction and Renovation

F. **Governing Board Approval.** In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

G. **Notices.** All notices or communications required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Lone Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

DPS/THSSAA Contact Information
Deputy Assistant Director
Texas Homeland Security State Admin. Agency
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773-0220

H. **Points of Contacts.** Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

I. DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>.

J. Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, www.sam.gov/, or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. Indirect Cost Allocation Plan. Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at <http://harvester.census.gov/sac/disssem/asp/reports.asp>. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to SAA_SRA@dps.texas.gov. The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. Reporting Total Compensation of Sub-recipient Executives. 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. Applicability and what to report: Sub-recipient shall report whether Sub-recipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report: Sub-recipient shall report executive total compensation at www.ccr.gov, www.sam.gov/, or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. Direct Deposit. If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to SAA_RR@dps.texas.gov. The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>. Sub-recipient may simultaneously sign up for the Advance Payment Notification (APN) email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. Procurements. Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. Contract Provisions. All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at <https://www.sam.gov/portal/public/SAM/>.

Q. Management and Administration. If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins>.

R. Personnel Cap. Up to fifty percent (50%) of all HSGP awards received by Sub-recipient may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at SAA@dps.texas.gov. Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. Property Management and Inventory. At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. Publications. All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. Acknowledgement of Federal Funding from DHS. Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

GG. Americans with Disabilities Act of 1990. Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

HH. Public Dissemination of Sensitive Information. Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

II. Security Concerns/Violations. Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

JJ. Classified Security Condition

1. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information.

2. "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

3. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

4. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at:
<http://www.dhs.gov/xopnbiz/grants/index.shtm>.

5. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: DD254AdministrativeSecujidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII). Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf.

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Other Requirements

A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified and approved in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of this Grant. Sub-recipient shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.
2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives

outlined by FEMA at <http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4>.

3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing \$5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
<http://www.fema.gov/emergency/nims/ResourceMngmnt.shtml#item3>.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2013 COG Statement of Work.

Monitoring

Sub-recipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Sub-recipient's compliance with this Grant and of the adequacy and timeliness of Sub-recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Sub-recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Sub-recipient. Failure by Sub-recipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

Audit

Audit of Federal and State Funds. Sub-recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26). Sub-recipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

Right to Audit. Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by Sub-recipient from funds that were not provided or otherwise made available to Sub-recipient pursuant to this Grant or any other federal contract.

Sub-recipient's Facilitation of Audit. Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of Sub-recipient. Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

State Auditor's Clause. Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

Retention and Accessibility of Records

Retention of Records. Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS § 42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

Access to Records. Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

Inclusion in Subcontracts. Sub-recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

After Action Reporting. Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this grant.

Legal Authority

Signatory Authority. Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

Authorized Representative. The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee

that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

No Liability for Employees and Officers

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

Non-Waiver of Defaults

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

Changes and Amendments

Modification. FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

Written Amendment. Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

Authority to Amend. During the period of performance for this Grant, DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Grant's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Sub-recipient as if written in this Grant.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws or regulations are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Sub-recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-recipient's acceptance of the changes to this Grant.

Headings

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

Venue

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

Suspension

In the event Sub-recipient fails to comply with any term of this Grant, DPS/THSSAA may, upon written notification to Sub-recipient, suspend this Grant, in whole or in part, withhold payments to Sub-recipient and prohibit Sub-recipient from incurring additional obligations of this Grant's funds.

Termination

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.

Enforcement

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

Conflict of Interest

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

Closing of the Grant

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.

Print Name of Authorized Official Mark Henry
Title County Judge
Sub-recipient Organization Galveston County

Signature of Authorized Official _____ Date _____

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government

Principals Regarding the Care and Use of Animals

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit A.

Print Name of Authorized Official Mark Henry
Title County Judge
Sub-recipient Organization Galveston County

Signature of Authorized Official Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of

1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization Galveston County

Signature of Authorized Official Date

Exhibit C

Certifications

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov or www.sam.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or

5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient agrees that it is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign to certify this Exhibit C.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization Galveston County

Signature of Authorized Official _____

Date _____

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality

control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.>

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Please fill in the appropriate information and sign to certify this Exhibit D.

Print Name of Authorized Official Mark Henry
Title County Judge
Sub-recipient Organization Galveston County

Signature of Authorized Official _____ Date _____

AGENDA ITEM #19.a.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317

MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

409/948-3401

FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner

Mark.Ciavaglia@publicans.com

November 12, 2013

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE: **Cause # 11TX0145 CAD # 5182-0128-0001-002**
Has Not Been Approved By Commissioner's Court
Grantee: Houston Money-makers, Inc.

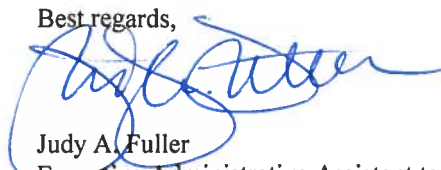
Dear Ms. Martinez,

We have received an offer on the above Tax Foreclosed Property in which the Dickinson ISD is the Trustee. This offer will need to be approved by other taxing entities as well (College of the Mainland, City of Dickinson and WCID #1). Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map.

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Please return the signed Trustee's Deed back to us in the enclosed envelope. We will have it approved and signed by the other taxing entities.

If you have any questions, please give me a call.

Best regards,



Judy A. Fuller
Executive Administrative Assistant to
Mark E. Ciavaglia

JF: encls.

BID ANALYSIS

Cause #: 11TX0145
 Bid Amount: \$4,000.00
 (improvement has been removed)
 Bidders Name: Houston Money-makers, Inc
 Strike Off Date: 8-7-2012

Acct. #: 5182-0128-0001-002
 Property Value: \$86,400 at sale \$4,000 present value
 Minimum Bid at first sale: \$14,737.51
 Redemption Expires: 2-7-2013

11TX0145 5182-0128-0001-002

Taxes Due at Sale
 Property Re-Sold for

\$ 11,146.15
 \$ 4,000.00

Payment of Costs Pursuant to Texas Property Tax Code §34.02

Original Amt Due At Sale	Actual Disbursement
-----------------------------	------------------------

- (1) Advertising:
to "Galveston County Sheriffs Dept." (publication costs)
- (2) Reimbursement - Costs, Fees
to "Galveston County Clerk" (rec fee)
- (3) Attorney Ad Litem Fees
to "Michael Guarino"
- (4) Court Costs
to "Galveston County District Clerk"
- (5) Title Search Fees
to "Lyn Wingert & Associates"
- (6) Reimbursement - Costs, Fees
to "PBFCM" (filing fees)

\$ 675.00	\$ 675.00
\$ 44.00	\$ 44.00
\$ 500.00	\$ 500.00
\$ 1,065.00	\$ 1,065.00
\$ 250.00	\$ 250.00
\$ 20.00	\$ 20.00
\$ 2,554.00	\$ 2,554.00

Taxing Entity Distribution

- o "COUNTY OF GALVESTON"
- o "CITY OF DICKINSON"
- o "DICKINSON ISD"
- o "COLLEGE OF THE MAINLAND"
- o "WCID #1"

Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
0.423228514	\$ 2,365.97	\$ 306.94
0.277208373	\$ 1,549.68	\$ 201.04
0.000000000	\$ 5,555.85	\$ 720.77
0.155122134	\$ 867.18	\$ 112.50
0.000000000	\$ 807.47	\$ 104.75
Subtotal	\$ 11,146.15	\$ 1,446.00
Grand Total	\$ 13,700.15	\$ 4,000.00

12 taxes not included in Judgment
AD VALUE TOTAL \$4,000

BID ANALYSIS

Cause #: 11TX0145

Bid Amount: \$4,000.00

(improvement has been removed)

Bidders Name: Houston Moneymakers, Inc

Strike Off Date: 8-7-2012

Acct. #: 5182-0128-0001-002

Property Value: \$86,400 at sale \$4,000 present value

Minimum Bid at first sale: \$14,737.51

Redemption Expires: 2-7-2013

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
Dickinson ISD	2009-2011	\$5,555.85
Galveston County, Galveston County Road & Flood, City of Dickinson, College of the Mainland, Galveston County WCID #1	2009-2011	\$5,590.30

Total: \$11,146.15

COSTS

Court Costs: (Payable to Galveston County District Clerk)	\$1,065.00
Publication Fee: (Payable to Galveston County Sheriff Department)	\$675.00
Research Fee: (Payable to Lyn Wingert & Associates)	\$250.00
Attorney Ad Litem Fee: (Payable to Michael Guarino, Attorney at Law)	\$500.00
Filing Fees: Struck-off Deed (Payable to PBFCM)	\$20.00
Filing Fees: Resale Deed Fee: (Payable to Galveston County Clerk)	\$44.00

Total: \$2,554.00

POST JUDGMENT TAXES

Entity	Tax Year	Amount due: October 2013
Dickinson ISD	2012	\$1,159.19
Galveston County, Galveston County Road & Flood, City of Dickinson, College of the Mainland, Galveston County WCID #1	2012	\$1,091.68

**Total:
\$2,250.87**

PROPOSED DISTRIBUTION

Bid Amount: \$ 4,000

Net to Distribute: \$ 1,446

Costs: \$ 2,554

Post Judgment: \$2,250.87

Disburse checks as follows:

Dickinson ISD	\$720.77	Pro-rated amount for judgment years 2009-2011
Galveston County, Galveston County Road & Flood, City of Dickinson, College of the Mainland, Galveston County WCID #1	\$725.23	Pro-rated amount for judgment years 2009-2011
PBFCM	\$2,554	Costs due under law suit/ tax sale
TOTAL	\$4,000	



**DICKINSON INDEPENDENT SCHOOL DISTRICT
OFFICIAL BID FORM**

Please enter the amount you wish to bid. The Dickinson Independent School District Reserves the right to accept or reject any or all bids. No title insurance or survey will be provided. Property is being sold "as is" "where is" and "without warranty." Dickinson Independent School District does not guarantee that a title company will issue title insurance on any tax resale properties.

CAUSE NUMBER	ACCOUNT NUMBER	TOTAL AMOUNT OF BID
11 TX 0145	5182-0128-0001-002	4,000.00

By my signature below, I certify that I understand the conditions and limitations of this sale, as well as the restrictions on the use of the property as set forth in the Texas Property Tax Code. I further understand that the "minimum bid" amount on the Dickinson Independent School District resale list may not include other taxes due which are not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify the Dickinson Independent School District and its agent from any action or damages arising from the purchase of this property and agree to submit any dispute to the American Arbitration Association for resolution.

Houston Money Makers, Inc.

Tom D. Whitmore, President

Bidder's Name (Please Print or Type)

Bidder's Signature

1606 RESEDA Houston TX 77062

Bidder's Address (City, State, Zip Code)

281-541-3851

09-13-2013

Bidder's Telephone

Date

Tom Whitmore @ SBC Global. net

Bidder's E-mail address

Additional Information may be attached to this to explain your bid. Payment in full must be made within thirty (30) days of final award of bid, or bidder will forfeit bid.

9-13-13

M. Ryan Boone
Dickinson ISD

RE: Cause # 11TX 0145

I am submitting a bid for less than
Armona and because the lot is only 50'
deep and the City of Dickinson will not allow
a new building to be permitted because
of setback requirements.

Please Consider awarding the bid to
my company.

Thank

Tom D. Whitmore
Pres. Hmi



Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277

Data on this Web site represents Certified 2013 Information as of July 19th 201

Property Detail Sheet (R165710)

[Home](#)

[General Information](#)

[News](#)

[FAQ](#)

[Searches](#)

- [Property ID Search](#)
- [Account Search](#)
- [Owner Search](#)
- [Address Search](#)

Property Data

- [Detail Sheet](#)
- [History](#)
- [Datasheet](#)

Other

- [Taxing Units](#)
- [Neighborhoods](#)
- [Abstracts](#)
- [Subdivisions](#)
- [ARB Rules](#)
- [ONLINE Protest Info](#)
- [Online Protest Login](#)
- [Tax Code](#)
- [Calendar](#)
- [Property Codes](#)
- [County Tax Rates](#)
- [PROTEST VIDEO](#)
- [Legislative Updates](#)
- [Forms](#)
- [NEW OGI Maps](#)
- [GIS Map Viewer](#)
- [GIS Shape Files](#)
- [PDF Map Index](#)
- [NBHD Map Index](#)
- [County Tax Office](#)
- [Texas CADs](#)

[History](#)

[Plat Map](#)

[GIS Map](#)

[Datasheet](#)

[Protest](#)

Owner Information

Owner ID: **O290015**
 Owner Name: **ISD-DICKINSON TR**
 Owner Address:
 Property Address: **2605 24TH ST**
DICKINSON, TX 77539

Parcel Information

Legal Description: **ABST 19 PERRY & AUSTIN E 80 FT OF LOT 1 BLK 128 MOORES ADDN**
 Neighborhood: **5182(5182 - Moores Addn)**
 Acreage: **0.091**
 Cross Reference: **5182-0128-0001-002**
 Undivided Interest: **100%**
Exemption Codes: **EX (Exempt Property)**
 Entity Codes: **S11 (Dickinson Isd)**
GGA (Galveston County)
J05 (Mainland College)
W01 (Wcid 1 Dickinson)
C36 (Dickinson City)
RFL (Co Road & Flood)
 Deed Type: **Sheriff's Deed**
 Deed Book:
 Deed Page: **2012052259**
 Map Page: **166-A**
 Links:

Values Breakdown 2013 Value

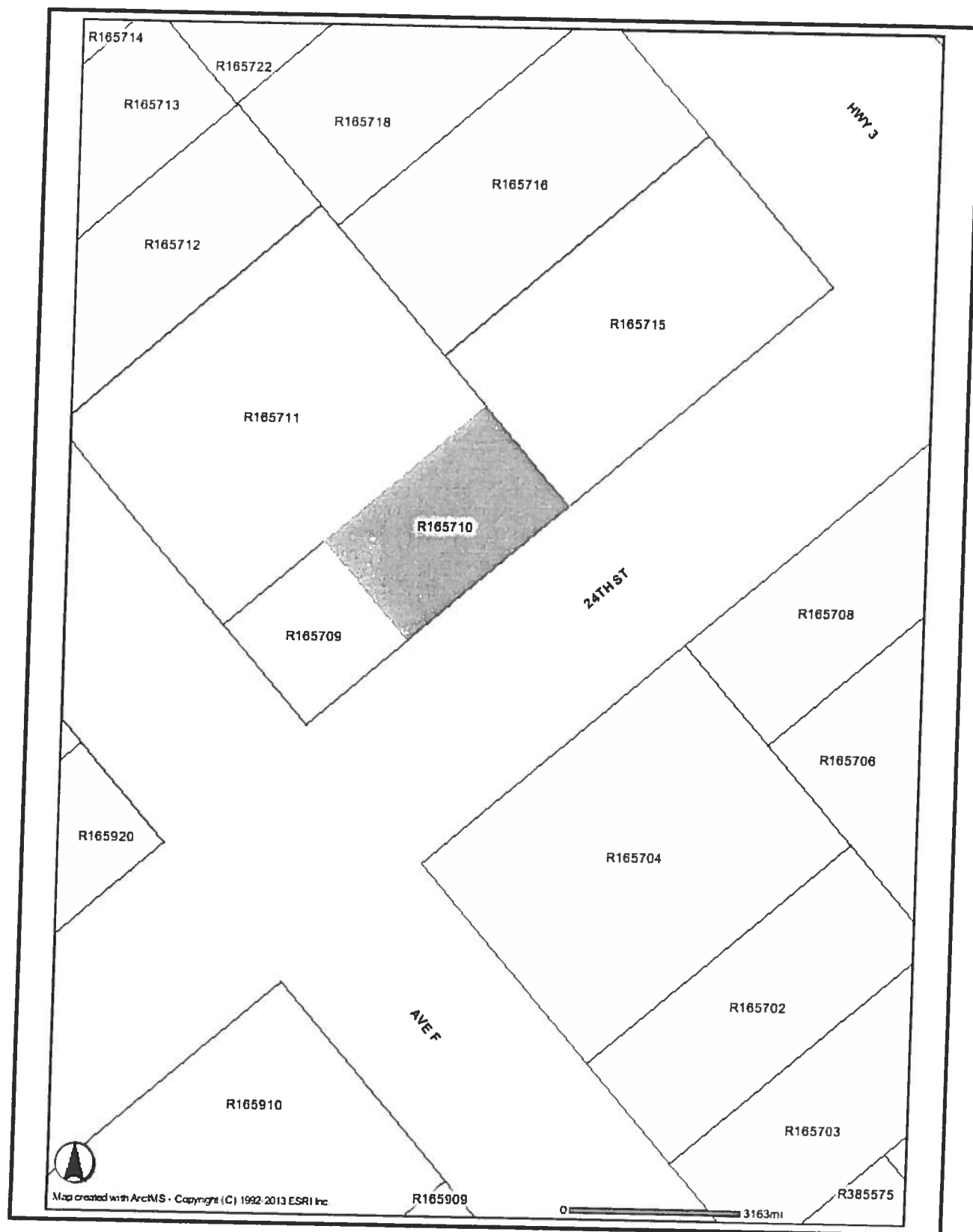
Land HS:	\$0.0 +
Land NHS:	\$4,000 +
Improvement HS:	\$0.0 +
Improvement NHS:	\$0.0 +
Ag Market:	\$0.0
Ag Use:	\$0.0 +
Timber Market:	\$0.0
Timber Use:	\$0.0 +
Assessed:	\$4,000 =

Land

ID	Type	SPTB	Acres	Market
<u>Land1</u>	RL (Residential Lot)	C9 (Exempt Vacant Lots/tracts)		\$ 4,000



A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available [here](#).



(Language pursuant to Section 11.008 of the Texas Property Code)

ss ss

COUNTY OF GALVESTON

THE EAST 80 FEET OF LOT ONE (1), BLOCK ONE HUNDRED TWENTY-EIGHT (128), MOORES ADDITION TO THE TOWN OF DICKINSON, A SUBDIVISION LOCATED IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF SAID SUBDIVISION RECORDED AT VOLUME 155, PAGE 10 IN THE OFFICIAL MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS AND TRANSFERRED TO VOLUME 7, PAGE 1C OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS. (ACCOUNT NUMBER 5182-0128-0001-002)

GRANTOR conveys the property:

- (a). "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- (b). subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- (c). subject to any right of redemption; and
- (d). subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- (a). the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,
- (b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- (c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),
- (d). compliance with applicable environmental laws, rules or regulations; and
- (e). the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- (a). that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- (b). GRANTEE has inspected the property and is relying solely on **their** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- (c). that any information provided with respect to the property was obtained from a variety of sources, and
- (d). GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information.
- (e). that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those

relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, **their** successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of **themselves** and **their** successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR'S elected and appointed officials, employees, officers, directors, representatives, attorney and agents from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said HOUSTON MONEYMAKERS, INC, **their** successors, beneficiaries, and assigns forever, so that neither the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, COLLEGE OF THE MAINLAND, CITY OF DICKINSON, and GALVESTON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #1, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE.

Executed this _____ day of _____, 2013.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be
executed their _____ day of _____, 2013.

DICKINSON INDEPENDENT SCHOOL DISTRICT

FRITZIE SAMFORD
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS

COUNTY OF GALVESTON

§
§
§

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, FRITZIE
SAMFORD, President, Board of Trustees, Dickinson Independent School District, known to me to be
the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he
executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, 2013.

SEAL

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

GALVESTON COUNTY, for itself and the use and benefit of
GALVESTON COUNTY ROAD & FLOOD

MARK HENRY
COUNTY JUDGE

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY, County Judge, Galveston County, for itself and the use and benefit of Galveston County Road & Flood, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

COLLEGE OF THE MAINLAND

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____, College of the Mainland, known to me to be the person whose name is subscribed to
the foregoing instrument, and acknowledged to me that he executed same for the purposes and
consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

CITY OF DICKINSON

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____, City of Dickinson, known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration
therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

GALVESTON COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT #1

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared, _____,
_____, Galveston County Water Control & Improvement District #1, known to me
to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he
executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

Grantee: HOUSTON MONEymAKERS, INC.
 1606 RESEDA
 HOUSTON, TX 77062

AFTER RECORDING, RETURN TO:
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

AGENDA ITEM #20.a.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



November 18, 2013

The Honorable Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty and Interest Due to Clerical Errors
as Recommended by Penalty & Interest Review Committee

Dear Judge Henry:

The Penalty & Interest Review Committee met November 13, 2013 and, based on a review of all available information, request approval of waivers or refunds listed below due to clerical errors on the part of the Tax Office or Appraisal District as provided by Section 33.011 of the Texas Property Tax Code. Signed copies of the Committee Findings and Recommendation are included for your convenience.

<u>Account Number</u>	<u>Property Owner</u>	<u>Tax Year</u>	<u>Amount of Waiver or Refund</u>
6240-0119-0023-000	Brenda Carlton	2011	\$115.18
6240-0119-0023-000	Brenda Carlton	2012	85.60
6240-0157-0012-000	Brenda Carlton	2011	49.13
6240-0157-0012-000	Brenda Carlton	2012	36.50
4954-0001-0039-000	Lana Kress	2010	434.83
6375-0000-0659-000	Sarah Poteet	2012	206.70
3990-0002-0050-000	Edward & Lynn Shahady	2012	8.32
0071-0024-0000-000	Gajjan Singh	2012	643.42

Sincerely,



Cheryl E. Johnson, RTA

Enclosures



Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us



Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Carlton, Brenda

Account #(s): 6240-0157-0012-000

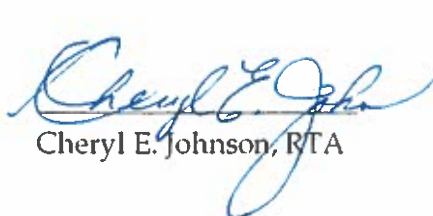
Date Considered: November 13, 2013

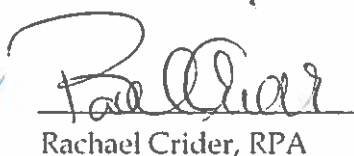
Recommendation: ☒ Grant Waiver ☐ Deny Waiver ☐ Deny due to failure to respond

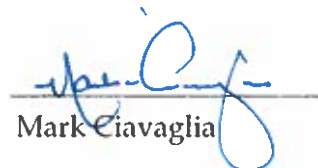
Basis for Recommendation:

*Clerical error on part of GCAD.
Address not properly updated.*

Reviewers:


Cheryl E. Johnson, RTA


Rachael Crider, RPA


Mark Ciavaglia

✱

September 09, 2013

Brenda Carlton
133 6th Street
San Leon, Texas 77539

281-339-3459

Judge Henry,

I am writing to request a P & I hearing on 2 of my accounts in which I received delinquent notices on: (Account numbers 6240-0157-0012-000 and 6240-0119-0023-000).

My husband and I have 17 other accounts in Galveston County and have always kept them current and on time.

Hurricane Ike severely damaged our post office in San Leon where we received our mail. The people who ran the post office dealt with it for some time, but after awhile it was decided to do away with it. My husband and I went to the Galveston C.A.D. to get addresses on all 19 accounts changed from our P.O. Box to our street address. Somehow these 2 accounts were overlooked and became undeliverable when addressed to the P.O.Box.

I am asking that the penalties and interest (\$286.41) be waived since we made a good faith effort in trying to take care of our business. We have since paid the taxes including the penalties and interest and gone to the Galveston C.A.D. and corrected the mailing address on both accounts. I have enclosed copies of the notices and receipts.

Any help would be appreciated very much.

Thank You,



Brenda Carlton

Account Number 624001570012000

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
32190893	08/26/2013	CASA_L	DELQ STMT - SUMMARY: FKA BRENDA PRESLEY, PO BOX 5574, SAN LE	DSTM	
31552668	05/16/2013	STMT1417818	2012 33 07 NOTICE MAILED / MAILED TO: CARLTON BRENDA	STMT	
30892787	03/11/2013	BATCH_REQU	2012 DELINQUENT POSTCARD REMINDER		01/01/2099
29153837	10/26/2012	BATCH_REQU	2012 STATEMENT RETURNED - UNDELIVERABLE		01/01/2020
27593725	06/15/2012	BATCH_REQU	RETURN MAIL - 2011 MAY LETTER - UNDELIVERABLE	MSG	01/01/2020
25652401	11/18/2011	BATCH_REQU	2011 STATEMENT RETURNED - UNDELIVERABLE		01/01/2020
19653005	11/09/2010	BATCH_REQU	2010 STATEMENT RETURNED - UNDELIVERABLE		01/01/2020
18947201	10/20/2010	STMT930793	2010 STATEMENT FILE 2-5 / MAILED TO: CARLTON BRENDA	STMT	

Save

Add

Delete

View Note

Print Window

Close Window

Window



[Prev. Acc.](#)
[Next Acc.](#)
[Prev. Owner](#)
[Next Owner](#)
[Acct History](#)
[Acct Summary](#)
[Notes](#)
[Documents](#)

Go To:

EVANS_E
ACT8006 v1.241

ACCOUNT NO(624001570012000): RETURN MAIL - 2011 MAY LETTER - UNDELIVERABLE

09/25/2013 14:27:17
GCTO_PROD

STATUS DETAIL

[Expand Fees](#)[Summary](#)

Account Information

Account No. 624001570012000

Roll Code REAL PROPERTY

Certified Owner CARLTON BRENDA

Address Line FKA BRENDA PRESLEY

Amount Due as of 09/25/2013

Owner No. 0

Tax Units

Tax Unit Description

Tax Unit, Yr, Rec. Type

List of Tax Units

1 2 211 605 707

Tax Unit

Year

Rec. Type

1 211 605 707

Remove Fees

Countywide

Multi Select

Amount Due/Paid Information

Year	Appr. Value	H O V D	Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2012	\$3,020	0	\$85.31	\$85.31	\$0.00	\$0.00	\$38.50	\$0.00	\$0.00
2011	\$3,020	0	\$85.89	\$85.89	\$0.00	\$0.00	\$49.13	\$0.00	\$0.00
2010	\$3,020	0	\$86.15	\$86.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$3,020	0	\$84.72	\$84.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$2,710	0	\$74.31	\$74.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2007	\$2,710	0	\$72.83	\$72.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2006	\$2,710	0	\$81.05	\$81.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2005	\$2,710	0	\$82.86	\$82.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2004	\$2,710	0							

Last Payment
Date
Last Payer

Alert Warning Messages

** WARNING **

The following condition(s) exist:

Return Mail - 2011 May Letter - Undeliverable

Record 1/1

<OEC>

Start

Snagit/32

Oracle App...

Appraisal 8...

Inbox - Mic...

RemPlus L...

Document1...

2:27 PM

Account Number 624001190023000

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
32190882	08/26/2013	CASA_L	DELQ STMT - SUMMARY: FKA BRENDA PRESLEY, PO BOX 5574, SAN LE	DSTM	
31645722	05/24/2013	BATCH_REQU	2012 MAY LETTER RETURNED - UNDELIVERABLE		01/01/2020
31552598	05/16/2013	STMT1417818	2012 33.07 NOTICE MAILED / MAILED TO: CARLTON BRENDA	STMT	
30892678	03/11/2013	BATCH_REQU	2012 DELINQUENT POSTCARD REMINDER		01/01/2099
29153838	10/26/2012	BATCH_REQU	2012 STATEMENT RETURNED - UNDELIVERABLE		01/01/2020
27593719	06/15/2012	BATCH_REQU	RETURN MAIL - 2011 MAY LETTER - UNDELIVERABLE	MSG	01/01/2020
25652400	11/18/2011	BATCH_REQU	2011 STATEMENT RETURNED - UNDELIVERABLE		01/01/2020
19653004	11/09/2010	BATCH_REQU	2010 STATEMENT RETURNED - UNDELIVERABLE		01/01/2020

Save

Add

Delete

View Note

Print Window

Close Window

AGENDA ITEM #20.b.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277

Cheryl.E.Johnson@co.galveston.tx.us



November 18, 2013

The Honorable Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty and Interest Due to Clerical Errors
as Recommended by Penalty & Interest Review Committee

Dear Judge Henry:

The Penalty & Interest Review Committee met November 13, 2013 and, based on a review of all available information, request approval of waivers or refunds listed below due to clerical errors on the part of the Tax Office or Appraisal District as provided by Section 33.011 of the Texas Property Tax Code. Signed copies of the Committee Findings and Recommendation are included for your convenience.

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6240-0119-0023-000	Brenda Carlton	2012	85.60
6240-0157-0012-000	Brenda Carlton	2011	49.13
6240-0157-0012-000	Brenda Carlton	2012	36.50
4954-0001-0039-000	Lana Kress	2010	434.83
6375-0000-0659-000	Sarah Poteet	2012	206.70
3990-0002-0050-000	Edward & Lynn Shahady	2012	8.32
0071-0024-0000-000	Gajjan Singh	2012	643.42

Sincerely,

Cheryl E. Johnson, RTA

Enclosures



Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us



Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Kress, Lana

Account #(s): 4954-0001-0039-000

Date Considered: November 13, 2013

Recommendation: ☒ Grant Waiver ☐ Deny Waiver ☐ Deny due to failure to respond

Basis for Recommendation:

*Clerical error on part of GCTD
during LC conversion*

Reviewers:

Cheryl E. Johnson
Cheryl E. Johnson, RTA

Rachael Crider
Rachael Crider, RPA

Mark Ciavaglia
Mark Ciavaglia

**CHERYL E. JOHNSON, RTA**Galveston County Tax Assessor/Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481**2011 Consolidated Tax Statement**Property Location: 2407 SPOONBILL DR 77573
Acreage: 2090
Legal Description:
MARINA PALMS SEC 1 (2002) ABST 18, BLOCK 1, LOT
39, ACRES 0.209

ACCOUNT #: 495400010039000

CAD #: R406448

ENCLOSURE

PALMER LANA
2407 SPOONBILL DR
LEAGUE CITY TX 77573-3076Appraised Land Value: \$63,350
Improvements/Personal Property Value: +170,280
Total Market Value: \$233,630
Homestead Cap Adjustment:

|||||

MTG/Agent:
Sales Tax Savings: \$125.45
Assessment Ratio: 100%

Entity	Market Value	- Exemptions	= Taxable Value	+ 100 x Tax Rate	= Total Taxes
GALVESTON CO	\$233,630	\$106,726	\$126,904	.61294500	\$777.85
ROAD & FLOOD	\$233,630	\$106,726	\$126,904	.00885500	\$11.24
LEAGUE CITY	\$233,630	\$68,363	\$165,267	.61000000	\$1,008.13
TOTAL 2011 TAXES					\$1,797.22
Current Exemptions According to Appraisal District: HOMESTEAD, OVER 65					
Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 (depending on the county where the property is located)					

**PROPERTY TAX PAYMENT OPTIONS*****PAYMENT IN FULL:** Must be USPS postmarked by January 31, 2012, unless you qualify for a payment option below.**SPLIT PAYMENT:** Allows current year taxes to be paid in 2 equal installments without penalty and interest if proper amounts are paid by deadlines. Most governments offer this payment option. Those not participating are shown below.**INSTALLMENT PAYMENTS FOR QUALIFIED OVER 65, DISABLED PERSON & PROPERTY OWNERS DAMAGED BY GOVERNOR DECLARED DISASTER (drought):** A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homesteaded property (if you already qualify, amounts will be listed in the box below) and may also defer or delay payment. Owners of property damaged by the drought may also be eligible to make installment payments provided proper amounts are paid by due dates shown. Payment coupons for split payments and O65 and DP payment plans will be mailed by March 1, 2012.

*Please contact your mortgage company before participating in partial payment options!

Split Payment Option (1/2 by November 30, 2011)

Entity	Amount Due
GALVESTON CO	\$777.85
ROAD & FLOOD	\$11.24
LEAGUE CITY	\$1,008.13

1ST payment by 11/30/11 of: **\$898.61**
2ND payment by 7/2/12 of: **\$898.61****Non-Split Pay Taxes Due (by January 31, 2012)**

Total Due January 31, 2012:	\$0.00

O-65, Disabled & Disaster Payment Option (1/4 by January 31, 2012)

Payment Due Date	Amount Due
January 31, 2012	\$449.31
April 2, 2012	\$449.31
May 31, 2012	\$449.31
July 31, 2012	\$449.29

Total Taxes Due by Month

Month	2011 Taxes	Prior Year Taxes	Total
If paid in October	\$1,797.22	\$355.32	\$2,152.54
If paid in November	\$1,797.22	\$358.26	\$2,155.48
If paid in December	\$1,797.22	\$361.19	\$2,158.41
If paid in January	\$1,797.22	\$364.13	\$2,161.35
If paid in February	\$1,923.03	\$367.09	\$2,290.12

*Our records indicate delinquent taxes are due for the following tax years.

2010

Please send this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope.
Correspondence, ownership or other changes should be mailed separately to: Property Tax Dept., 722 Moody, Galveston, TX 77550.ACCOUNT #: 4954-0001-0039-000
CAD #: R406448PALMER LANA
2407 SPOONBILL DR
LEAGUE CITY TX 77573Credit card checks NOT accepted. A \$25 fee will be charged
for all returned checks. Select a payment option below:

- ☐ First half split payment by 11/30/11
- ☐ O65/DP/Disaster 1/4 payment by 1/31/12
- ☐ Full payment by 1/31/12
- ☐ Please mail postcard receipt

000000R406448 0000179722 0000179722 0000179722 0000179722 8

Crider, Rachael

From: Lana Kress [lkress731@yahoo.com]
Sent: Tuesday, September 10, 2013 6:01 PM
To: Crider, Rachael
Subject: Re: P&I Case REPLY

TO: Rachael F. Crider, RPA
Chief Deputy, Property Tax
Galveston County Tax Office

Please forward the following to the Commissioner's Court for approval.

Lana Kress

DATE: September 10, 2013

ATTN: Commissioner's Court

RE: Penalty Fees for 2010 Taxes ACCT: 495400010039000

Please accept this as my written request to have the penalty Fees Dismissed for my 2010 Property Taxes.

I have always paid my taxes for my property quarterly. I was never told or notified by anyone at the Tax office, until today, I that I had lost my quarterly payment status for my 2010 taxes because of a payment was posted late (few days) and penalties were applied to my taxes for that year.

In 2012, I contacted the Galveston County Tax Office and I worked with them to make sure that my payments were credited properly because of clerical error in posting. I spoke to an accounting supervisor, and she assured me after making the corrections that my taxes were all paid, up to date.

I would appreciate your waving any penalty fees that may have posted to my account for 2010 since I was not informed of the disqualification rules or any penalties that I may owe. I currently have all my taxes paid through 2012.

I appreciate your consideration and attention to this matter,

Lana Palmer-Kress
2407 Spoonbill Dr.
League City, TX 77573

281-538-0539

*

From: "Crider, Rachael" <Rachael.Crider@co.galveston.tx.us>
To: lkress731@yahoo.com
Sent: Tuesday, September 10, 2013 4:31 PM
Subject: P&I Case

Good afternoon Ms. Kress,

I have created a file for you. As soon as I receive your letter we will proceed with sending your request to Commissioner's Court. Please let me know if you have any questions.

Thank You,

Rachael F. Crider, RPA
Chief Deputy, Property Tax
Galveston County Tax Office
Office: 409-766-2476
Fax: 409-766-4561

ORDER_R
 ACT8006 v1.241

Go To

 10/01/2013 11:27:41
 OCTO_PROD

STATUS DETAIL

Account Information

Account No. 13-00000000000000000000 Roll Code List of Tax Units Tax Unit Tax Unit Description Tax Unit, Yr, Rec. Type Tax Unit

Certified On

Address L ORDER_R

Amount C ACTNOTES v1.11

as of

Account Number 495400010030000

 10/01/2013 11:27:48
 OCTO_PROD

Year	Appr	Seq No	Entry Date	Operator ID	Note	Mtd	Expre Date
2012	\$	30595181	03/27/2013	KIRBY_R	QTR PAID VICKI#7875/AMT \$439.80/POST MARK 03/23/13		
		30595180	02/18/2013	EVANS_E	2012 QUARTER PAY COUPON QTR COUPON STMT PALMER LANA 24 QSTM		
		21829607	05/05/2011	STMT1033814	2010 33.07 STATEMENT MAILED / MAILED TO: PALMER LANA	STMT	
		18905318	10/20/2010	STMT300558	2010 STATEMENT FILE SINGLE / MAILED TO: PALMER LANA	STMT	
		14887041	11/09/2009	STMT731655	2009 STATEMENT MAILED TO OWNER / MAILED TO: PALMER LANA	STMT	
		12102195	02/23/2009	OCDA	View Note		
		11278448	10/22/2008	STMT1	2010 33.07 STATEMENT MAILED / MAILED TO: PALMER LANA	STMT	
		8264106	01/18/2008	REPOH	LANA 2407 SPOONBILL LEAGUE		

 Last Payor
 Date
 Last Payer

Save

See Window

Print Window

Close Window

Deposit Status

Notes

Go To

10/01/2013 11:17:45
OCTO_PRODORDER_R
ACT90122 v1.70

Deposit Status REMITTANCE Detail

Summary Query

Deposit No.					Account No.		Remit Seq No		Check No.		Payment Amount		Payment Agreement No	
689021411P					495400010039000									
Check Image	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payor				
	LL-DEPSTSS2	01/31/2008	5501153		MI	\$7,045,840.81	\$580.77		495400010039000	PALMER LANA				
	LL-DEPSTSS2	01/31/2007	5501153		MI	\$7,045,840.81	\$580.77		495400010039000	PALMER LANA				
	LL-DEPSTSS2	01/31/2006	5501153		MI	\$7,045,840.81	\$760.34		495400010039000	PALMER LANA				
	LL-DEPSTSS2	01/31/2005	5501153		MI	\$7,045,840.81	\$1,051.34		495400010039000	PALMER LANA				
	LL-DEPSTSS2	01/31/2004	5501153		MI	\$7,045,840.81	\$1,214.88		495400010039000	PALMER LANA				
	LL-DEPSTSS2	01/31/2003	5501153		MI	\$7,045,840.81	\$1,176.48		495400010039000	PALMER LANA				
	HO11712M151	12/30/2011	19972497	000000000774	CH	\$898.62	\$898.62	PA	495400010039000	PALMER LANA				
	747072911P	07/12/2011	18716219	7717	CH	\$453.21	\$453.21	PA	495400010039000	PALMER LANA				
	740060711P	05/25/2011	18602410	7726	CH	\$453.11	\$453.11	PA	495400010039000	PALMER LANA				
	889021411P	02/14/2011	18182861	7862	CH	\$908.46	\$908.46	PA	495400010039000	PALMER LANA				
	714020210P	01/29/2010	15735232	7626	CH	\$1,839.09	\$1,839.09	PA	495400010039000	PALMER LANA				
	524087609DC	07/31/2009	14290492	7605	CH	\$397.00	\$397.00	PA	495400010039000	PALMER LANA				
Applied Total						\$27,335.72								

AGENDA ITEM #20.c.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277

Cheryl.E.Johnson@co.galveston.tx.us



November 18, 2013

The Honorable Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty and Interest Due to Clerical Errors
as Recommended by Penalty & Interest Review Committee

Dear Judge Henry:

The Penalty & Interest Review Committee met November 13, 2013 and, based on a review of all available information, request approval of waivers or refunds listed below due to clerical errors on the part of the Tax Office or Appraisal District as provided by Section 33.011 of the Texas Property Tax Code. Signed copies of the Committee Findings and Recommendation are included for your convenience.

<u>Account Number</u>	<u>Property Owner</u>	<u>Tax Year</u>	<u>Amount of Waiver or Refund</u>
6240-0119-0023-000	Brenda Carlton	2011	\$115.18
6240-0119-0023-000	Brenda Carlton	2012	85.60
6240-0157-0012-000	Brenda Carlton	2011	49.13
6240-0157-0012-000	Brenda Carlton	2012	36.50
4954-0001-0039-000	Lana Kress	2010	434.83
6375-0000-0659-000	Sarah Poteet	2012	206.70
3990-0002-0050-000	Edward & Lynn Shahady	2012	8.32
0071-0024-0000-000	Gajjan Singh	2012	643.42

Sincerely,

Cheryl E. Johnson, RTA

Enclosures



Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us



Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Poteet, Sarah

Account #(s): 6375-0000-0659-000

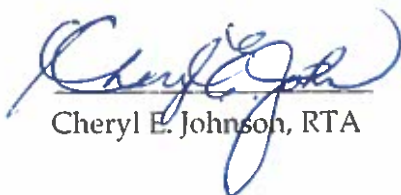
Date Considered: November 13, 2013

Recommendation: ☒ Grant Waiver ☐ Deny Waiver ☐ Deny due to failure to respond

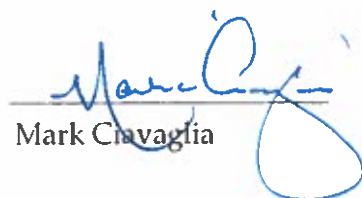
Basis for Recommendation:

*Failure of system during
peak period.*

Reviewers:


Cheryl E. Johnson, RTA


Rachael Crider, RPA


Mark Cravaglia



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277

Cheryl.E.Johnson@co.galveston.tx.us



June 17, 2013

Mark Henry,
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Waiver of Penalty & Interest
Poteet, Sara - 6375-0000-0659-000

Dear Judge Henry:

Ms. Poteet is requesting a refund of penalty and interest on the account number referenced above. She states that she attempted to pay but experienced difficulty due to the high traffic on our website January 31. We confirmed with our vendor that all systems were functional, albeit slow, January 31st.

Texas Property Tax Code Section 1.08, Timeliness of Action by Mail, states the following:

"When a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely if:

1. It is sent by regular first-class mail, properly addressed with postage prepaid; and
2. It bears a post office cancellation mark of a date earlier than the specified date and within the specified period of the property owner furnishes satisfactory proof that it was deposited in the mail before the specified date and within the specified period."

<u>Account #</u>	<u>Years</u>	<u>Waiver</u>
6375-0000-0659-000	2012	\$ 206.70

Sincerely,


Cheryl E. Johnson

Crider, Rachael

Subject: FW: Penalty & Interest Refund/Waiver Acct# 6375-0000-0659-000-Sarah Poteet

From: Sarah Poteet [<mailto:spoteet@us.westfield.com>]
Sent: Thursday, September 19, 2013 6:04 PM
To: Martinez, Dianna; Johnson, Cheryl E; Crider, Rachael
Subject: RE: Penalty & Interest Refund/Waiver Acct# 6375-0000-0659-000-Sarah Poteet

Ms. Johnson,

Thank you in advance for considering my appeal to waive/refund penalty and interest on my account. I tried throughout the day and into the night on 1/31/13 to log into your sight to make my payment and could never get in. I would have mailed the payment but it was late at night in Los Angeles when I finally figured out that your system was not going to be available for the online payment so the Post Office was already closed. First thing the next morning I logged in and was able to make the payment, but the penalties and interest had already been added. When I called your office to explain my circumstances, I was told this happens every year on the last day because so many people are trying to log in. My stance is that I was not able to make the payment on time due to known system issues not being addressed. I made the payment the very next morning to show I was not avoiding making the payment timely. I ask that you reconsider your decision to deny the request due to these circumstances.

Thank you,

Sarah Poteet
4018 Reeves
Galveston, Texas 77554
713-206-5774

From: Martinez, Dianna [<mailto:Dianna.Martinez@co.galveston.tx.us>]
Sent: Thursday, September 19, 2013 3:25 PM
To: Johnson, Cheryl E; Crider, Rachael
Cc: Sarah Poteet
Subject: Penalty & Interest Refund/Waiver Acct# 6375-0000-0659-000-Sarah Poteet

Ms. Johnson,

Ms. Poteet contacted our office to inquire about the outcome of her request for waiver/refund of penalty and interest placed on the June 25, 2013 agenda. Our office sent notification of denial of request dated July 5, 2013 and mailed July 9th. Ms. Poteet did not receive the notice as the address on file is incorrect. Yesterday I advised that the request, was in fact, denied on 6/25/13.

It is now her request to place the item for reconsideration on the next agenda. Would you be available to reach out to Ms. Poteet to answer her concerns/questions as it relates to her account?
She lives in California and would not likely be able to travel to appear in person.

I will be happy to assist on the placement of the item on the agenda.

If you have any questions, please let me know.

Respectfully,

Crider, Rachael

From: McGoldrick, Brian P [brian.p.mcgoldrick@jpmchase.com]
Sent: Friday, February 01, 2013 2:52 PM
To: Lively, Barbara
Cc: Johnson, Cheryl E; Swift, Sheryl; Crider, Rachael
Subject: RE: JP Morgan Chase - Pay Connexion Unplanned Outage Notice (RESOLVED)

Hi Barbara,

The outage occurred today from 11:38 am to 12:26 pm (EST), however, it did not impact Galveston County as this was only clients on our Global / Salem platform. We discovered this after sending the initial communication on the outage when investigating the root cause.

There were no outages reported that impacted payment processing yesterday. However, due to the high amount of payment processing with year-end tax payments, we did have one of our payment batches fill up unexpectedly and needed to close it and open a new batch. While this did not impact any payments being processed, it will result in two bank deposits for payments effective 1/31 for Galveston County.

I wanted to let you know proactively so that you can anticipate this from an accounting perspective; we do expect that everything should balance from a remittance process the payments will just be split into two deposits, payments after 4:30 pm central time on 1/31 will be in a separate deposit.

Please let me know if you have any questions.

Thank you.

Brian

Brian McGoldrick | JPMorgan Chase | VP, Pay Connexion Client Services Manager | Phone: 847.488.2162 |
Email: brian.p.mcgoldrick@jpmchase.com

From: barbara.lively@co.galveston.tx.us
Sent: Friday, February 01, 2013 1:43 PM
To: McGoldrick, Brian P
Cc: cheryl.e.johnson@co.galveston.tx.us; sheryl.swift@co.galveston.tx.us; Crider, Rachael
Subject: FW: JP Morgan Chase - Pay Connexion Unplanned Outage Notice (RESOLVED)
Importance: High

Good afternoon Brian,

Can you please provide us precisely when the outage occurred for P&I cases?
Would our customers have knowledge that their payment did not get processed and to try again later?
Do you know if there was any outage that impacted payment being processed, at any time yesterday?

Thank you,

Barbara Lively
Senior Accountant
Galveston County Tax Office

AGENDA ITEM #20.d.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277

Cheryl.E.Johnson@co.galveston.tx.us



November 18, 2013

The Honorable Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty and Interest Due to Clerical Errors
as Recommended by Penalty & Interest Review Committee

Dear Judge Henry:

The Penalty & Interest Review Committee met November 13, 2013 and, based on a review of all available information, request approval of waivers or refunds listed below due to clerical errors on the part of the Tax Office or Appraisal District as provided by Section 33.011 of the Texas Property Tax Code. Signed copies of the Committee Findings and Recommendation are included for your convenience.

<u>Account Number</u>	<u>Property Owner</u>	<u>Tax Year</u>	<u>Amount of Waiver or Refund</u>
6240-0119-0023-000	Brenda Carlton	2011	\$115.18
6240-0119-0023-000	Brenda Carlton	2012	85.60
6240-0157-0012-000	Brenda Carlton	2011	49.13
6240-0157-0012-000	Brenda Carlton	2012	36.50
4954-0001-0039-000	Lana Kress	2010	434.83
6375-0000-0659-000	Sarah Poteet	2012	206.70
3990-0002-0050-000	Edward & Lynn Shahady	2012	8.32
0071-0024-0000-000	Gajjan Singh	2012	643.42

Sincerely,

Cheryl E. Johnson, RTA

Enclosures



Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us



Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Shahady, Edward & Lynn

Account #(s): 3990-0002-0050-000

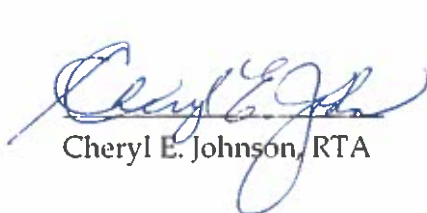
Date Considered: November 13, 2013

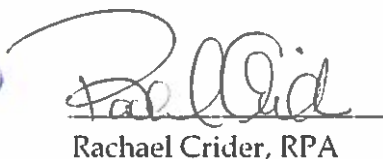
Recommendation: ☒ Grant Waiver ☐ Deny Waiver ☐ Deny due to failure to respond

Basis for Recommendation:

*Clerical error on part of GCTD.
Remittance improperly returned
causing delinquency.*

Reviewers:


Cheryl E. Johnson, RTA


Rachael Crider, RPA


Mark Ciavaglia

ACCOUNT NUMBER	DATE OF BILL	4th Quarter Payment Coupon	By July 31, 2013
3990-0002-0050-000	02/18/2013		\$103.98

24.1.2

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

RYL E. JOHNSON, RTA
Assessor-Collector
Moody
Houston, Texas 77550
766-2481, 1-877-766-2284



3990-0002-0050-000

SHAHADY EDWARD J & LYNN E
222 HIGHLAND TER
LEAGUE CITY, TX 77573-3620

AMOUNT PAID:

\$ 103.98

000000R137757 0000010398 0000010398 0000010398 0000000000 0

ED SHAHADY
LYNN SHAHADY
222 HIGHLAND TERRACE
LEAGUE CITY, TX 77573
281-332-3821

37-65/1119
(0)

2673



Date 7-20-2013

Pay to the Order of CHERYL E JOHNSON, RTA \$ 103.98
One hundred three and 98/100 Dollars

WELLS FARGO BANK
P.O. BOX 3328
HOUSTON, TX 77253-3328

For 3990-0002-0050-000

⑆ 111900659⑆ 0940265895⑈ 2673

E. J. SHAHADY

PRINTED ON RECYCLED PAPER USING VEGETABLE BASED INK

AGENDA ITEM #20.e.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277

Cheryl.E.Johnson@co.galveston.tx.us



October 14, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: **Request for Waiver of Penalty & Interest Due to Clerical Error**
Singh, Gajjan
0071-0024-0000-000

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver or refund of penalty and interest on the above referenced account due to a clerical error.

Mr. Singh is requesting the penalties assessed on the above referenced account be waived/refunded due to the clerk's error. A representative in the Galveston County Tax Office provided incorrect information regarding the balance due therefore this is a clerical error.

<u>Year</u>	<u>Waiver/Refund</u>
2012	\$643.42

Sincerely,

Cheryl E. Johnson, RTA



Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us



Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Singh, Gajjan

Account #(s): 0071-0024-0000-000

Date Considered: November 13, 2013

Recommendation: ☒ Grant Waiver ☐ Deny Waiver ☐ Deny due to failure to respond

Basis for Recommendation:

*Clerical error on part of GCTO.
Incorrect information provided
to customer.*

Reviewers:

Cheryl E. Johnson
Cheryl E. Johnson, RTA

Rachael Crider
Rachael Crider, RPA

Mark Ciavaglia
Mark Ciavaglia

8

Hitchcock Self Storage
9214 Hwy 6
Hitchcock TX, 77563
409-986-5051

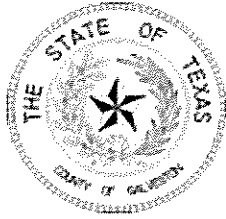
From: Gajjan Singh
To: Cheryl E. Johnson, RTA
Date: 9/25/13

To whom it may concern:

On July 25, 2013 I went to your tax office in Santa Fe, TX to pay my property taxes of several of my businesses I have under the name of Gajjan Singh. After I gave the checks to your clerk, I asked her a numerous amount of times if I had owned anything else on my property taxes. She checked her computer and said there was nothing else to pay off. I presumed she was correct and left. Now, I get a notice from your office that I am missing a payment on another property tax. But I was told I owned nothing when your clerk checked her computer. I have had problems in the past with your office last year. When I gave your office a check for Santa Fe ISD, they cashed it into their account and didn't give it to Santa Fe ISD. Santa Fe ISD informed me later that they did not receive the check. Clearly on the check it stated "to Santa Fe ISD", I don't understand how your office could have cashed it into there account. I was fined last year, even though it was not my fault I paid the fine and everything. Now again, I am being fined for something that was not my fault. I have paid the fine and everything. But I am asking you now if you could remove the penalty. This has been a serious inconvenience for me because I pay all my taxes and everything on time and I shouldn't be fined for something that was not my mistake. I have paid the fine but would appreciate you to look into the situation and remove the penalty.

Thank you,
Gajjan Singh

AGENDA ITEM #21.a.1.



STATE OF TEXAS

COUNTY OF GALVESTON

CONTRACT

This contract is made and entered in to by and between the County of Galveston, Texas, acting by and through its County Commissioners' Court, hereafter called "County" and the Peninsula Emergency Medical Services, Incorporated, a Texas non-profit corporation, acting by and through its officers hereunto duly authorized, hereinafter called "PEMSI".

WITNESSETH

WHEREAS, Section 122.001, Health and Safety Code, provides that the Commissioners' Court may appropriate and expend money from general revenue for and in behalf of public health and sanitation, and

WHEREAS, this statute authorizes the County to financially assist PEMS I in order that it might continue to furnish a combination of volunteer and paid emergency ambulance services to various areas of the County which are not within the corporate limits of a city or town, and

WHEREAS, the Commissioners' Court finds that this agreement is necessary to protect the health or safety of the residents of the County, and

WHEREAS, citizens residing within the unincorporated areas of the County are in need of obtaining the services of PEMS I to assist them in time of need, and

WHEREAS, PEMS I is organized to provide voluntary ambulance services and as such is willing to perform such services even in the absence of this contract, and

WHEREAS, the County is desirous of so assisting PEMS I in its continued efforts;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants herein expressed it is agreed as follows:

I

1. This agreement shall be considered effective beginning the 1st day of October, 2013, until midnight the 31th of March, 2014.
2. This agreement may be terminated as to any party if any party breaches a material provision of this agreement. The non-breaching party shall provide the breaching party written notice of the material breach. The breaching party shall cure the breach within ten (10) calendar days or the agreement automatically terminates as to the breaching party.
3. This agreement may be terminated by either party, with or without cause, or for convenience, upon thirty (30) day prior written notice of its intention to the other party.
4. For and in the consideration paid by the parties, as herein provided, PEMSI agrees to operate, furnish and manage, on a 24-hour basis a public emergency medical service within the service area. The service area is defined as the Galveston County portion of the Bolivar Peninsula. This service will be provided for the use and benefit of the parties, their inhabitants, visitors and all others who may have occasion to need or require prompt emergency medical service in connection therewith. For the purposes of this agreement "emergency medical service" shall mean and include service for the emergency treatment and transportation of a person in medical distress to an appropriate medical facility.
5. PEMSI shall provide at least 2 vehicles. The vehicles shall be fully equipped with such medical supplies and equipment as is required by the Texas Health and Safety Code Chapter 157 and in accordance with medical protocols established by an appropriate medical director.
6. PEMSI will provide the personnel necessary to operate the vehicles. Such Emergency Medical Technicians and Paramedics shall be scheduled to provide coverage 24 hours per day. Emergency medical personnel shall be certified pursuant to the applicable standards set forth by State law.
7. PEMSI shall at all times maintain and keep in full force and effect one or more policies of medical malpractice insurance. Furthermore, PEMSI shall maintain policies of liability on their employees and list the County of Galveston as an additional insured. The policy shall be for no less than the maximum amount of liability to which the County could be exposed by the Tort Claims Act and PEMSI shall provide a copy of the policy or policies to the County upon execution of this agreement.
8. To assist it in purchasing insurance, supplies, equipment and material, as well as paying the salaries of such state certified emergency medical personnel to allow PEMSI to

continue to meet the state minimum standards of maintaining a license to provide Emergency Medical service, the County agrees to give to PEMSI the sum of three hundred seventy-five thousand dollars (\$375,000.00). PEMSI agrees that said three hundred seventy-five thousand dollars (\$375,000.00) will be used by it for the purchase of required, supplies, equipment and material, as well as paying the salaries of such state certified emergency medical personnel to allow PEMSI to continue to meet the state minimum standards of maintaining a license to provide Emergency Medical service.

9. Payments will be made in six (6) equal payments of sixty-two thousand, five hundred dollars (\$62,500.00). Services for each month shall be considered completed at the end of each calendar month and paid accordingly, absent any bona fide dispute regarding the services performed under this agreement.
10. Payments will be made in accordance with Ch. 2251 of the Texas Government Code, a/k/a the Texas Prompt Payment Act.

II.

11. PEMSI agrees to keep a complete list of all equipment in inventory and purchases of such equipment and its value. This equipment inventory report will be updated annually and submitted to County during the last month of each Fiscal Year. Reports should be submitted to:

Director
Galveston County Community Services Division
722 Moody
Fifth Floor
Galveston, Texas 77550

12. In addition, shall submit a proposed budget, if it wishes to continue this agreement, by May 15, 2014, and regardless of future agreements, it shall submit an annual financial report to the County Auditor for purposes of review by September 1, 2014. Financial Reports and Budgets should be submitted to:

Randall Rice
Auditor for the County of Galveston
722 Moody, Fourth Floor
Galveston, Texas 77550

Connie Nicholson
Galveston County Community Services
Director
722 Moody, Fifth Floor
Galveston, Texas 77550

13. The budget shall include salaries of officers and employees, fringe benefits, supplies, training, maintenance, travel, fees, vehicle purchases or rental, fuel costs, automobile liability coverage, medical malpractice insurance, and other such costs as may be required for the operation of ambulances. The budget shall also include an accounting of all sources of revenue during the period of this agreement.
14. PEMSI shall maintain the necessary financial records to support the expenditure of the funds delivered by the County. The County shall have a right to audit these records for up to four years after the close of the County's fiscal year end (September 30). The County shall examine these records at a location of its choosing. PEMSI shall promptly (within thirty days of receipt of any audit report from the County) respond to any discrepancies noted by the County.

III.

15. PEMSI agrees that it shall abide by all State and Federal laws and abide by accepted industry standards in the performance of providing emergency medical services.
16. PEMSI agrees that it shall abide by all requirements contained in Chapter 22 of the Texas Business Organization Code.
17. It is specifically provided between the parties that the acts of any agents, employees, volunteers or members of PEMSI or of any other person or persons assisting it while providing ambulance services, traveling to or from an ambulance call, or in any manner furnishing ambulance service to citizens of the unincorporated areas of the County shall be considered as the acts of the officers, employees, or agents of PEMSI in all respects and that the County shall not be held liable for the acts, or failure to act, of the officers, employees, or agents PEMSI.
18. This contract is not one of remuneration. Nor is this contract to be construed as one wherein the County is furnishing ambulance services. Nothing in this Contract shall be construed to waive a provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.
19. The parties agree that County does not waive its immunity to suit or liability by entering into this agreement.

IV.

20. The recipient agrees that by entering into this agreement, it will abide by the requirements in the attached Appendix A - Galveston County Title VI Assurance Clause Addendum.

V.

- 21. PEMSI agrees to indemnify and save harmless the County of Galveston, its agents, Commissioners, Boards , officers and employees from any and all suits, actions or claims of any character type or description brought or made for or on account of any injuries or damages received or sustained by an person or persons arising out of or occasioned by the acts of PEMSI, its members, deputies, agents or employees.**

VI.

22. If this agreement is terminated prior to the expiration of its full term, the parties agree that no further installment payments will be owed or due under this agreement, other than payments that will be issued by the County prior to the date of termination as determined by the notice.
23. Failure upon the part of a party to enforce any provision of this agreement shall not act as a waiver of compliance or estoppels against that party.
24. Any covenant, condition, or provision herein contained that is held to be invalid by Court of competent jurisdiction shall be deleted from this agreement, but such decision shall in no way effect any other covenant, condition or provision herein contained.
25. This agreement will not be construed to act for the benefit of any third party.

VII.

26. This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the within subject matter.

EXECUTED this _____ day of _____, 2013.

GALVESTON COUNTY, TEXAS

By: _____
Mark Henry,
County Judge

ATTEST:

Dwight D. Sullivan,
County Clerk

Peninsula Emergency Services, Inc.:
By: _____
President
Peninsula Emergency Medical Services, Inc

Appendix A

Galveston County Title VI Assurance Clause Addendum

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- (1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this

information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

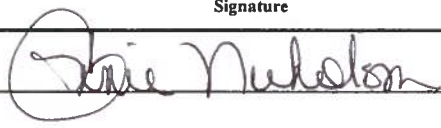
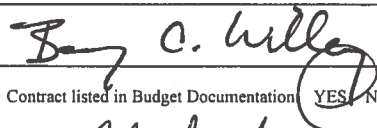


- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

- (6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 11/20/2013		2. Contract Type: Expense Revenue Other			3. Renewal Contract: Yes / No		
4. Department Name: Community Services				5. Department Contact: Connie Nicholson			
6. Description: Emergency Medical Services for Bolivar Peninsula							
7. IFAS PEID No:		8. IFAS Req No:		9. Orgkey: 1101440100		10. Object Code: 5451104	
11. Vendor: PEMSI, Inc				12. Vendor Contract No:			
13. Requested Legal Review: Yes / No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Galveston County EMS	1101440100	375,000					
22. Totals:		375,000	-	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date:		Auto Renewal Contract: Yes / No		Bid No:			
Contract End Date:		Contract # Issued By Purchasing:					

Approved By:	Signature	Date
Department Head:		11/20/2013
Purchasing Agent:		
County Legal:		20 Nov 13
Contract listed in Budget Documentation YES NO		
County Budget Office:		11/20/2013
Budget Available and Funds are/will be Available: YES NO		
County Auditor:		11/21/13

AGENDA ITEM #21.a.2.

Child Advocacy Project Contract
Between
The Galveston County Children's Service Board, and
Advocacy Center for Children of Galveston County

The Galveston County Children's Services Board, a county child welfare board established under §264.005 of the Texas Family Code and the Advocacy Center for Children of Galveston County, a children's advocacy center established under Chapter 264 Subchapter E of the Texas Family Code desire to develop a team approach to investigating child abuse/neglect and reducing, to the greatest extent possible, the number of interviews required of a victim of child abuse/neglect. Accordingly, the parties mutually agree as follows:

I
Term of Contract

The term of this contract begins effective October 1, 2013 and ends on September 30, 2014.

II
Purpose of Contract

The purpose of this contract is to provide partial administrative cost reimbursement of salary and benefits, to help assist the Advocacy Center in the performance of its duties. These duties relate to intervening in cases of suspected child abuse/neglect and to coordinating the various governmental entities that may be involved in investigating or prosecuting a child abuse/neglect case. Specifically, the Children's Advocacy Center, on an ongoing basis:

- 1) Assesses victims of child abuse/neglect and their families to determine their need for services relating to the investigation of child abuse/neglect;
- 2) Provides services determined to be needed under subdivision (1);
- 3) Provides a facility at which a multidisciplinary team appointed under §264.406 of the Texas Family Code can meet to facilitate the efficient and appropriate disposition of child abuse/neglect cases through the civil and criminal justice systems; and
- 4) Coordinates the activities of governmental entities relating to child abuse/neglect investigations and delivery of services to child abuse/neglect victims and their families.

III
Maximum Amount of Expenditure

The maximum expenditure amount to be made by the Children's Services Board under this Contract will not exceed \$12,000. Requests for payment will be made monthly by the 7th day following the last day of the month in which the expenditures were made.

Administrative Expenses: The requests will be on an administrative cost reimbursement basis, documented by a report of actual administrative expenditures.

Rainbow Room: The requests will be on costs for portable cribs and car seats for the Rainbow Room.

The Children's Services Board will pay each invoice that has been submitted within 45 days of receipt of a request for payment. Payment of questionable invoices may be withheld until the parties mutually resolve the question.

IV

Breakdown of Expenditure

The breakdown of expenditures is as follows:

Not to Exceed

Rainbow Room	\$2,000.00
Administrative Expenses	(Salary) \$5,000.00
Outreach Coordinator	<u>\$5,000.00</u>
	\$12,000.00

V

Termination for Lack of Funding

The funding of this Contract is wholly dependent upon Galveston County. If, for any reason, or no reason, such funding is not forthcoming, in whole, this contract will be immediately terminated with no penalty to either party. If, partial funding is forthcoming, the parties will jointly determine how such funds will be utilized.

VI

Early Termination

This Contract may be cancelled by mutual consent. This contract may be cancelled by either party for any reason, or no reason, upon 30 days prior written notice being given by the party desiring to cancel to the other party. In addition, this Contract may be immediately cancelled upon the failure of the Advocacy Center to provide the services set forth in Paragraph II.

VII

Inspection of Records

Advocacy Center shall maintain the necessary financial records to support the expenditure of the funds paid by the Galveston County Children's Services Board. The Galveston County Auditor's Office on behalf of the Board shall have a right to audit these records for up to four years after the close of the County's fiscal year end (September 30). The County Auditor shall examine these records at Advocacy Center's primary business location or any other location in the County that is more convenient for Advocacy Center. Advocacy Center shall promptly (within 90 days of receipt of any audit report from the County) respond to any discrepancies noted by the County. Access to such records will be permitted during normal business hours of 8:00 a.m.-5:00 p.m.

VIII

Policies

Advocacy Center will adhere to all regulations, policies and procedures prescribed by the Texas Department of Protective and Regulatory Services and The Children's Services Board that relate to the services being provided herein. In the event of a conflict in policies between The Children's Services Board and the State, State regulations will control. Furthermore, the Advocacy Center agrees that by entering into this agreement, it will abide by the requirements in the attached Appendix A - Galveston County Title VI Assurance Clause Addendum.

XIX

Evaluation

The parties will periodically engage in a joint evaluation of Advocacy Center's programs to help ensure that the needs of victims of child abuse/neglect are being adequately served.

XX

Notice

Advocacy Center will immediately notify The Children's Services Board in the event of any significant changes affecting the Advocacy Center and its identity, such as name change, change in governing board membership or pertinent staff changes. Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:
To The Children's Services Board at:

Chair
Galveston Children's Services Board

722 Moody, Fifth Floor
Galveston, TX 77550
Fax (409) 766-2523

With a copy to:
Connie Nicholson
Director, Community Services
722 Moody, Fifth Floor
Galveston, TX 77550

And to Advocacy Center at:
Carmen Crabtree
Executive Director
Advocacy Center for Children of Galveston County
5710 S1/2
Galveston, TX 77551

XXI

Independent Relationship

None of the provisions of this contract are intended to create, nor may be deemed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this contract. In the performance of work, duties, and obligations, under this contract, Advocacy Center is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Nothing in this contract shall create any employer/employee or agency relationship between the parties to this contract.

XXII

Confidentiality

Except to competent authorities, Advocacy Center agrees not to reveal or disclose any information relating to any case in which services are provided under this contract.

XXIII

Advertising and Solicitation

Advocacy Center may not use the award of this contract or performances of services under this contract as an advertisement or otherwise for the purpose of soliciting or obtaining business from other sources. Advocacy Center may not include any information relating to this contract in business cards, pins, labels, patches, or any other manner that could be construed as advertising, solicitation, or as an official extension of The Children's Services Board.

XXIV Assignment

Advocacy Center may not assign, sell, or otherwise transfer this contract without written permission of The Children's Services Board.

XXV Entirety of Agreement and Modification

This contract contains the entire agreement between the parties relating to their rights and obligations under this contract. A prior agreement, promise, negotiation, or representation not expressly set forth in this contract has no force or effect. A subsequent modification to this contract must be in writing, signed by the party to be charged and expressly authorized by the governing body of the party. An official representative, employee, or agent of The Children's Service Board does not have authority to modify or amend this contract except pursuant to specific authority to do so granted by The Children's Services Board acting as a body.

XXVI Severability; Conformity with Legal Limitations

If a provision contained in this contract is held invalid for any reason, the invalidity does not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this contract are severable.

If any current or future legal limitations affect the validity or enforceability of a provision of this contract, then the legal limitations are made a part of this contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitations, and so modified, this contract shall continue in full force and effect.

XXVII Governing Law: Venue

This contract shall be governed by the laws of the State of Texas. Venue for an action arising under this contract shall be exclusively in Galveston County.

XXVIII

Benefit

This contract is intended to inure only to the benefit of the parties. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

XXIX

General Provisions


Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art.

Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. Words of one gender include the other genders.

The headings at the beginning of the various provisions of this contract have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.

For faithful performance of the terms of this agreement, the parties hereto in their capacities as state, affix their signatures and bind themselves effective the October 1st, 2013.

Galveston County
Children's Services Board



Chair

11/5/13

Date of Signature

Advocacy Center for Children
of Galveston County



Executive Director

11/20/13

Date of Signature

EXECUTED this _____ day of _____, 2013.

GALVESTON COUNTY, TEXAS

By: _____
Mark Henry,
County Judge

ATTEST:

Dwight D. Sullivan,
County Clerk

Appendix A

Galveston County Title VI Assurance Clause Addendum

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as “contractor”) agrees as follows:

- (1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required

of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

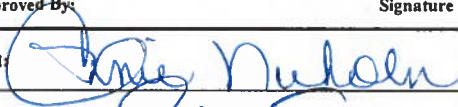
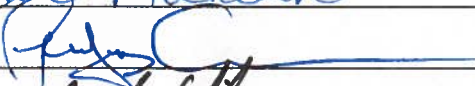
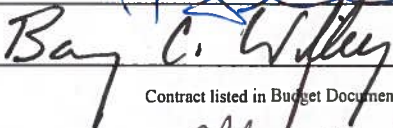
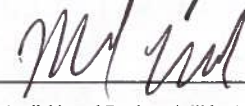

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

- (6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

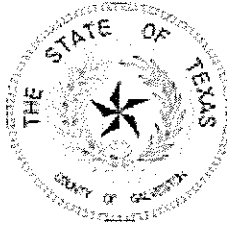


**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 11/20/2013		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: Yes / No		
4. Department Name: Child Welfare				5. Department Contact: Connie Nicholson			
6. Description: funds intervention in neglect/child abuse cases							
7. IFAS PEID No: 409165		8. IFAS Req No:		9. Orgkey: 2501443300		10. Object Code: 5449105	
11. Vendor: Child Advocacy Project Advocacy Center				12. Vendor Contract No:			
13. Requested Legal Review: Yes/No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Child Advoc Prj	5449105	10,000					
Rainbow Room	5443200	2,000					
22. Totals:		12,000	-	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 10/1/13		Auto Renewal Contract: Yes/No		Bid No: N/A			
Contract End Date: 9/30/14		Contract # Issued By Purchasing: CM14076					

Approved By:	Signature	Date
Department Head:		11/20/2013
Purchasing Agent:		11-25-13
County Legal:		11/20/2013
Contract listed in Budget Documentation: YES NO		
County Budget Office:		11/21/2013
Budget Available and Funds are/will be Available: YES NO		
County Auditor:		11/21/13

AGENDA ITEM #21.a.3.



STATE OF TEXAS

COUNTY OF GALVESTON

CONTRACT

This is a Contract between Galveston County Children's Services Board, Galveston County and Resolve It, Inc. The County of Galveston, Galveston County Children's Services Board, a county child welfare board established under §264.005 of the Texas Family Code, and Resolve It, Inc., a non-profit organization based in Kemah, Texas desire to provide intervention and support to at-risk youth through an evidence-based cognitive/behavioral therapy program. Accordingly, the parties mutually agree as follows:

I

Term of Contract

The term of this contract begins October 1, 2013 and ends on September 30, 2014.

II.

Purpose of Contract

Resolve It, Inc. has been awarded a Victims of Crime Act ("VOCA") grant for this project in the amount of \$100,000 with a requirement of 20% matching funds. This will require Resolve It, Inc. to obtain matching funds of \$20,000 annually. Galveston County will provide \$10,000 of the required matching funds for the contract period starting October 1, 2013, and ending September 30, 2014. The purpose of this contract is to provide those matching funds for use towards administrative costs for contractual and professional services, staff training and development, mileage costs, project expenses, project supplies, and project curriculum. This match will assist Resolve It, Inc. in the performance of its duties. These duties include: intervening in cases of suspected child abuse/neglect and victimization and the subsequent emotional, psychological and academic impact of the abused. Specifically, Resolve It, Inc., on an ongoing basis will:

- 1) Assesses victims and children of child abuse/neglect who exhibit emotional, psychological and academic symptoms and who attend San Leon Elementary, KE Little Elementary, or Barber Middle School to determine their need for services;
- 2) Provides services determined to be needed under subdivision (1);
- 3) Provides individual therapy, group therapy and family therapy to help these victims cope.

4) Receives referrals from school counselors, Child Protective Service workers, the District Attorney's office, the Children's Advocacy Center, and other community agencies.

III Maximum Amount of Expenditure

The maximum expenditure to be made by Galveston County on behalf of the Children's Services Board under this contract will not exceed \$10,000.

Galveston County, on behalf of Children's Services Board, will make one payment to Resolve It, Inc. according to the schedule below:

IV Breakdown of Payment

The breakdown of payment is as follows:	Not to Exceed
October 30, 2013	<u>\$10,000.00</u>
	\$10,000.00

V Termination for Lack of Funding

The funding of this contract is wholly dependent upon Galveston County. If for any reason such funding is not forthcoming in whole, this contract will be immediately terminated with no penalty to either party. If partial funding is forthcoming, the parties will jointly determine how such funds will be utilized.

VI Early Termination

This contract may be cancelled by mutual consent. This contract may be cancelled by either party for any reason. The party desiring to cancel will give written notice to the other party 30 days prior to the date of cancellation. In addition, this contract may be immediately cancelled upon the failure of Resolve It, Inc. to provide the services set forth in Paragraph II. If the contract is terminated by Resolve It, Inc. or the Children's Services Board, Resolve It, Inc. will repay the County of Galveston the funds identified in section IV; however, the repayment will be limited to the total amount, prorated on a monthly basis.

VII Inspection of Records

Resolve It, Inc. shall maintain the necessary financial records to support the expenditure of the funds paid by Galveston County on behalf of the Galveston County Children's Services Board. The Galveston County Auditor's Office on behalf of the Board shall have the right to audit these

records for up to three years after the close of the County's fiscal year (September 30). The County Auditor shall examine these records at Resolve It, Inc.'s primary business location or any other location in Galveston County that is more convenient. Resolve It, Inc. shall promptly (within 30 days of receipt of any audit report from the County) respond to any discrepancies noted by the County. Access to such records will be permitted during normal business hours of 8:00 a.m. -5:00 p.m.

VIII Policies

Resolve It, Inc. will adhere to all regulations, policies and procedures prescribed by the County of Galveston and the Children's Services Board that relate to the services being provided herein. Furthermore, Resolve It, Inc. agrees that by entering into this agreement, it will abide by the requirements in the attached Appendix A - Galveston County Title VI Assurance Clause Addendum.

IX Evaluation

The parties will evaluate the program of Resolve It, Inc. quarterly to help ensure that the needs of victims of child abuse/neglect are being adequately served. A written report will be provided by Resolve It, Inc to the Board in the following months: March, June, September, and December. A representative of Resolve It, Inc. will attend the Children's Services Board's meeting during the months of March and September in order to provide any additional information and answer any questions.

X Notice

Resolve It, Inc. will immediately notify the Children's Services Board in the event of any significant changes affecting the program and its identity, such as name change, change in governing board membership, or pertinent staff changes. Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person, mailed by certified mail, with return receipt requested, or transmitted by fax to the Children's Services Board at:

Jeanette Elias, Chair Galveston Children's Services Board 722 Moody, Fifth Floor Galveston, TX 77550 Fax:(409) 770-6177

with a copy to :

Director, Community Services 722 Moody Fifth Floor Galveston, Texas 77550

and to Resolve It, Inc. at:

Alison Lootens Putman Executive Director Resolve It, Inc. 817 Clear Lake Rd., Ste. 2C Kemah, TX 77565

XI Independent Relationship

None of the provisions of this contract are intended to create, nor may be deemed to create, any

relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this contract. In the performance of work, duties, and obligations under this contract, Resolve It, Inc. is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Nothing in this contract shall create any employer/employee or agency relationship between the parties to this contract.

XII Confidentiality

Resolve It, Inc. agrees not to reveal or disclose any information relating to any case in which services are provided under this contract except to competent authorities.

XIII Advertising and Solicitation

Resolve It, Inc. may not use the award of this contract or performance of services under this contract as an advertisement or otherwise for the purpose of soliciting or obtaining business from other sources. Resolve It, Inc. may not include any information relating to this contract in business cards, pins, labels, patches, or any other manner that could be construed as advertising, solicitation, or as an official extension of the Children's Services Board.

XIV Assignment

Resolve It, Inc. may not assign, sell, or otherwise transfer this contract without written permission of the Children's Services Board.

XV Entirety of Agreement and Modification

This contract contains the entire agreement between the parties relating to their rights and obligations under this contract. A prior agreement, promise, negotiation, or representation not expressly set forth in this contract has no force or effect. A subsequent modification to this contract must be in writing, signed by the party to be charged, and expressly authorized by the governing body of the party. An official representative, employee, or agent of the Children's Services Board does not have authority to modify or amend this contract except pursuant to specific authority to do so granted by the Children's Services Board acting as a body.

XVI Severability and Conformity with Legal Limitations

If a provision contained in this contract is held invalid for any reason; the invalidity does not affect other provisions of the contract that can be given effect without the invalid provision; and to this end, the provisions of this contract are severable.

If any current or future legal limitations affect the validity or enforceability of a provision of this contract, then the legal limitations are made a part of this contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitations. This contract so modified shall continue in full force and effect.

XVII Governing Law and Venue

This contract shall be governed by the laws of the State of Texas. Venue for an action arising under this contract shall be exclusively in Galveston County.

XVIII Benefit

This contract is intended to inure only to the benefit of the parties. This contract is not intended to create, nor shall be deemed or construed to create, any rights of third parties.

IXX General Provisions

Words shall be given their ordinary meaning except as provided otherwise. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art; the word shall have the meaning given by experts in the particular trade, subject matter, or art.

Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. Words of one gender include the other gender.

The headings at the beginning of the various provisions of this contract have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.

For faithful performance of the terms of this agreement, the parties, hereto in their capacities as stated, affix their signatures and bind themselves effective the date of their execution of this agreement.

Appendix A

Galveston County Title VI Assurance Clause Addendum

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- (1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required

Galveston County Resolve It, Inc,
Children's Services Board

Jeannette Elias
Jeannette Elias
Chair

11/5/13
Date of Signature

Resolve It, Inc.

Alison Lootens Putman for Resolve It
Alison Lootens Putman
Executive Director

11/11/13
Date of Signature

EXECUTED this _____ day of _____, 2013.

GALVESTON COUNTY, TEXAS

By: _____
Mark Henry,
County Judge

ATTEST:

Dwight D. Sullivan,
County Clerk



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 11/20/2013		2. Contract Type: Expense Revenue Other			3. Renewal Contract: Yes / No		
4. Department Name: Child Welfare				5. Department Contact: Connie Nicholson			
6. Description: funds intervention and support program for at-risk youth							
7. IFAS PEID No: 714232		8. IFAS Req No:		9. Orgkey: 2501443300		10. Object Code: 5495511	
11. Vendor: Resolve It				12. Vendor Contract No:			
13. Requested Legal Review: Yes No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Community Education	5495511	10,000					
22. Totals:		10,000	-	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 10/1/13		Auto Renewal Contract: Yes No		Bid No: N/A			
Contract End Date: 9/30/14		Contract # Issued By Purchasing: CM14077					

Approved By:	Signature	Date
Department Head:		11/20/2013
Purchasing Agent:		11-20-13
County Legal:		20 Nov 2013
Contract listed in Budget Documentation: YES NO		
County Budget Office:		11/21/2013
Budget Available and Funds are/will be Available: YES NO		
County Auditor:		11/21/13

AGENDA ITEM #23.a.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 11/26/13		2. Contract Type: <input checked="" type="radio"/> Expense <input type="radio"/> Revenue <input type="radio"/> Other			3. Renewal Contract: Yes <input checked="" type="radio"/> No <input type="radio"/>		
4. Department Name: District Clerk				5. Department Contact: Wes McCoy			
6. Description: Custom software development and imaging services contract; OCR and search engine for immigration records.							
7. IFAS PEID No: 714641		8. IFAS Req No:		9. Orgkey: 2106126111 H01126100		10. Object Code: 411054	
11. Vendor: E-nnovations Technologies and marketing, LLC				12. Vendor Contract No: 5481000			
13. Requested Legal Review: Yes <input checked="" type="radio"/> No <input type="radio"/> (Explain If No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
1102106	6	FY14	\$15,000.00	0	0	0	0
	Records Mgmt						
22. Totals:		—	\$15,000.00	0	0	0	0
To Be Completed By Purchasing Department							
Contract Start Date: 11/26/13		Auto Renewal Contract: Yes <input type="radio"/> No <input type="radio"/>		Bid No:			
Contract End Date: 12/25/14		Contract # Issued By Purchasing: CM14079					

Approved By:	Signature	Date
Department Head:		11/18/13
Purchasing Agent:		11-21-13
County Legal:		11/21/2013
Contract listed in Budget Documentation <input checked="" type="radio"/> YES <input type="radio"/> NO		
County Budget Officer:		11/21/2013
Budget Available and Funds are/will be Available <input checked="" type="radio"/> YES <input type="radio"/> NO		
County Auditor:		11/21/13

* OCR of immigration records & web interface



JOHN D. KINARD

DISTRICT CLERK GALVESTON COUNTY

Proposed Agenda Item Description:

Consideration of approval of Consulting And Technical Support Services Agreement with E-nnovations Technologies and Marketing, LLC, to develop custom software and imaging services for the District Clerk, providing an optical character recognition (OCR) search engine tool and public web interface for immigration and naturalization records maintained by the District Clerk.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: <u>11/26/13</u>		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: Yes <input type="radio"/> No <input checked="" type="radio"/>		
4. Department Name: <u>District Clerk</u>				5. Department Contact: <u>Wes McCoy</u>			
6. Description: <u>Custom software development and imaging services contract; OCR and search engine for immigration records.</u>							
7. IFAS PEID No:		8. IFAS Req No:		9. Orgkey: <u>1101126100</u>		10. Object Code: <u>4411054</u>	
11. Vendor: <u>E-nnovations Technologies and marketing, LLC</u>				12. Vendor Contract No:			
13. Requested Legal Review: <input checked="" type="radio"/> Yes <input type="radio"/> No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
<u>1101</u>	<u>General</u>	<u>FY14</u>	<u>\$15,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
22. Totals:	<u>—</u>	<u>—</u>	<u>\$15,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
To Be Completed By Purchasing Department							
Contract Start Date:		Auto Renewal Contract: Yes / No		Bid No:			
Contract End Date:		Contract # Issued By Purchasing:					

Approved By:	Signature	Date
Department Head:		<u>11/18/13</u>
Purchasing Agent:		
County Legal:		
Contract listed in Budget Documentation YES NO		
County Budget Office:		
Budget Available and Funds are/will be Available YES NO		
County Auditor:		

CUSTOM SOFTWARE DEVELOPMENT AND IMAGING SERVICES AGREEMENT

This Consulting and Technical Support Services Agreement ("Agreement") is entered into by E-nnovations Technologies and Marketing, LLC, a limited liability company organized under the laws of the State of Texas ("Consultant") and Galveston County, a County organized under the laws of the State of Texas ("Client"). The Consultant and Client are sometimes collectively referred to as the "Parties".

In consideration of Consultant's engagement hereunder and of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consulting Engagement.

(a) Client hereby engages Consultant to provide consulting services as set forth in a Statement of Work (SOW) within the time periods set forth therein. The SOW will be generated by Client and shall detail the specific services to be supplied by Consultant for any given project. Each SOW shall be in the form of a mutually executed letter agreement substantially in the form of Appendix A attached hereto. Each SOW shall contain a detailed explanation of the project, the service to be performed, deliverable specifications, personnel requirements and any additional pertinent information. Consultant shall promptly notify Client should Consultant believe that it will be unable to meet any completion date in the SOW. As compensation for Consultant's services rendered hereunder, Client shall pay Consultant a fee calculated and payable in the manner as set forth in Appendix A and shall reimburse Consultant for reasonable expenses as and to the extent set forth in Appendix A. Consultant represents that entering into this Agreement will not conflict with any obligations Consultant may have under any other contract.

(b) Consultant may use one or more employees, subcontractors or agents to provide the services contemplated in this Agreement and shall remain fully liable for all such employees, subcontractors or agents. In the event Consultant uses subcontractors, Consultant shall remain fully liable for all such subcontractors.

2. Confidentiality.

(a) Further to Consultant's engagement hereunder, the Parties shall provide to each other certain Confidential Information (as defined below). The Parties understand and agree that the providing Party owns all such Confidential Information and that the providing Party desires to protect the confidential and proprietary nature of that Confidential Information. At all times during and after Consultant's engagement hereunder, the receiving Party: (i) shall keep in confidence and, except as may be required for the conduct of the providing Party's business or authorized in writing by the providing Party, shall not publish or disclose to any person or entity any Confidential Information that the receiving Party may in any way acquire, learn, develop or create in the course of the Consultant's engagement hereunder and (ii) shall not use, attempt to use or permit to be used any such Confidential Information (A) for the benefit of the receiving Party or of any other third party; (B) in any manner which may injure or cause loss to the providing Party; or (C) in any manner other than for the benefit of the providing Party.

(b) All Confidential Information shall be and shall remain the sole and exclusive property of the providing Party, and immediately upon the termination of this Agreement the receiving Party shall return to the providing Party, at the address specified in Section 12, all Confidential Information and all copies thereof (in whatever form or medium), as well as any other property of the providing Party in the receiving Party's possession or control.

(c) As used herein, "Confidential Information" means any and all trade secrets and other private, confidential or proprietary information that is owned or controlled by the providing Party and/or its customers or licensors and has not been publicly disclosed or has not otherwise become common or public knowledge, including such information of third parties in the possession of the providing Party that the Providing Party is under an obligation to keep confidential. Confidential Information includes, but is not limited to: (i) technical information relating to the providing Party's business, computer software, hardware configuration, architecture and logic (whether in source, object or other code and in whatever form or medium recorded), discoveries, inventions, developments, including knowledge of unsuccessful approaches, products, designs, methods, know-how, research findings, materials, formulae, techniques, systems, processes, information contained in patent applications and trade secrets; (ii) technical management information, including proposals, product plans and schedules, products and systems performance criteria and analyses of potential development areas; (iii) works of authorship; (iv) financial information, including product and service cost data, revenue and profit margins and financial models or formulae; (v) business and marketing information, including the identities of customers and prospective customers, customer and prospective customer lists and information, subscriber lists, marketing studies, business plans, unannounced future products and strategies; (vi) personal information pertaining to current and former employees of the providing Party, vendors and consultants and any list of employees, vendors and/or consultants; (vii) all Company Developments (as defined below) and all information which relates to any Company Development; and (viii) all information which the providing Party has a legal obligation to treat as confidential, or which the providing Party treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by the providing Party. Confidential Information may be in intangible form, such as unrecorded knowledge, ideas, conceptions or information communicated orally or by visual observation, or may be embodied in tangible form, such as documents, notes, memoranda, reports, lists, records, drawings, sketches, formulae, models, training materials, specifications, photographs, graphic representations or other information recorded or communicated by electronic, magnetic, optical or other media.

(d) In the course of the Consultant's engagement hereunder, Consultant may be involved in the review, analysis and/or translation of proprietary business information or research materials and the use of software, databases or analytic tools used by Client under license from third parties or in the creation of materials for Client derived from such materials. Consultant shall treat such materials with the same level of confidentiality that Consultant is required to afford to Client's Confidential Information under this Agreement.

(e) The Parties acknowledge that, in connection with Consultant's engagement hereunder, either Party may have access to nonpublic personal information and other confidential information regarding customers or proposed customers of the other Party or of third parties for whom either Party otherwise receives information. The receiving Party understands and agrees that such information shall be considered and treated as Confidential Information hereunder, regardless of

whether such information is personally identifiable. Without limiting the other provisions of this Section, the receiving Party agrees that now and at all times in the future that all Confidential Information shall be held in strict confidence and disclosed only to those of its employees whose duties reasonably require access to such information, and that the receiving Party shall use Confidential Information only in connection with its performance under this Agreement. The receiving Party shall protect Confidential Information using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure or duplication of such Confidential Information as receiving Party uses to protect its own confidential information. Confidential Information shall be returned to the providing Party or destroyed upon the providing Party's request once the services contemplated by this Agreement have been completed or upon termination of this Agreement.

(f) The Parties acknowledge and agree that in the event that regulatory authorities request to review, examine and inspect the books, records and business of either Party regarding and in connection with services Consultant provides to Client under this Agreement, and each of Consultant and Client agrees to comply with and cooperate with any such regulatory review at its own expense. Each of Consultant and Client agrees to notify the other Party as soon as reasonably possible of any formal request by any regulatory authority to examine any records maintained by such Party; provided that such Party is permitted to make such a disclosure under applicable law or regulations. In connection with the services provided hereunder, each of Consultant and Client shall make and keep such accounts, correspondence, memoranda, papers, books and other records as, and shall preserve such records for such period of time as, any applicable federal or state regulatory authority may require.

(g) The Parties acknowledge and agree that the confidentiality clause shall be followed, except to the extent that such information or document is subject to the Texas Open Records or Public Information Act, which will control any request for release of information.

3. Work Made For Hire; Intellectual Property Assignment.

(a) Any work of authorship developed in connection with the Consultant's engagement hereunder is, and will be, provided under the direction and control of Client, and any such work shall be deemed a work made for hire by an independent contractor under the United States copyright laws (17 U.S.C. § 101) and under any similar laws of other jurisdictions outside the United States and, by virtue of this Agreement, shall be the sole property of Client, free and clear of all claims of any nature relating to Consultant's contributions and other efforts, including the right to copyright the work in the name of Client as author and proprietor thereof and any termination rights thereto. Consultant understands and agrees that Client owns all right, title and interest in any such work and has the right to register all copyrights therein in its own name, as author, in the United States of America and in all other countries. In the event that any such work of authorship is determined by a court of competent jurisdiction not to be a work for hire under the United States copyright laws or under any similar laws of other jurisdictions outside the United States, such work and all Intellectual Property Rights (as defined below) therein, shall be the exclusive property of Consultant and Client shall not oppose to Consultant's efforts in registering, and from time to time enforcing, all copyrights and other rights and protections relating to such work in any and all countries.

(b) If at any time during Consultant's engagement hereunder, Consultant shall (either

alone or with others) make, conceive, discover or reduce to practice any Company Development (as defined below), Consultant shall promptly disclose to Client the existence of such discovery and shall communicate, without delay, and without publishing the same, only the necessary information relating thereto for the Client to confirm the existence and viability of such discovery. In the event Client communicates to Consultant its desire to acquire the Intellectual Property Rights on such discovery, the Parties shall agree on the terms and conditions for Consultant to convey to Client such discovery and the payment of Consultant's compensations derived therefrom. Upon the execution of the agreement described hereinabove, Consultant shall: (i) assign, convey, transfer and deliver to Client all of Consultant's right, title and interest in and to any and all Intellectual Property Rights that Consultant may have or acquire in any and all Company Developments, now known or hereafter developed, and all benefits resulting therefrom to Client and its assigns in exchange for payment of adequate compensation; (ii) sign, execute, make and do all such deeds, documents, acts and things as Client and its duly authorized agents may reasonably require; (y) to apply for, obtain and vest in the name of Client alone (unless Client otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and (z) to cooperate with Client in defending any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection; (iii) waive (and to the extent that such rights may not be waived under applicable local law, assign to Client), all Moral Rights (as defined below) with respect to all such Company Developments now known or hereafter developed, in all jurisdictions in the United States, including all States and the Federal Government, and in all jurisdictions outside the United States, to the maximum extent permitted by applicable law; (iv) execute at any time any and all written instruments reasonably requested by Client to waive (or, as applicable, assign) Moral Rights with respect to any specific Company Development.

As used herein, "Company Development" means any invention, modification, discovery, design, development, improvement, process, algorithm, software program, work of authorship, documentation, formula, data, technique, know-how or any intellectual property whatsoever or any right or interest therein, whether or not patentable or registrable under copyright or similar statutes or subject to analogous protection, made, conceived, discovered or reduced to practice by Consultant during the Consultant's engagement hereunder that: (i) relates to the business of Client or any customer of or supplier to Client or any of the services being or planned to be, developed, manufactured or sold by Client or which may be used in connection therewith; (ii) results from tasks assigned to Consultant by Client; or (iii) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by Client.

(c) Consultant warrants that the work for and consulting services provided to Client, and all material that Consultant uses, incorporates, draws on or starts from in connection with any Company Development are, and shall be, original and do not, and shall not, misappropriate or infringe upon the Intellectual Property Rights of any third party (except to the extent that any misappropriation or infringement is caused by any material provided by Client to Consultant) or breach any non-disclosure obligation to which Consultant is subject. Consultant shall not at any time hereafter dispute, contest or aid or assist others in disputing or contesting, either directly or indirectly, Client's exclusive right, title and interest in any Intellectual Property Right in any Company Development.

(d) As used herein, "Moral Rights" means the rights of certain authors to attribution and integrity, and any and all rights of approval, restriction or limitation on use or subsequent modifications, set forth in 17 U.S.C. § 106A and in any similar moral rights laws of other jurisdictions both within and outside the United States. As used herein, "Intellectual Property Rights" means, in any jurisdiction: (i) trademarks, service marks, brand names, certification marks, trade dress, assumed names, trade names and other indications of origin; (ii) patents, applications for patents, inventors' certificates and invention disclosures; (iii) copyrights, mask works, registrations or applications for registration of copyrights or mask work rights, and any renewals or extensions thereof; (iv) know-how, non-public information, processes, trade secrets, practices and systems, and confidential information and rights to limit the use or disclosure thereof by any person; and (v) any similar intellectual property or proprietary rights.

4. Periodic Diligence; Annual Control Review.

(a) Upon request, Consultant shall provide Client with such information and reasonable cooperation as may be necessary for Client to perform periodic diligence with respect to Consultant in connection with the consulting and technical support services provided hereunder, subject to assurances to maintain the confidentiality of Confidential Information and subject to applicable privacy, confidentiality and other laws.

(b) Consultant shall cause, at its own expense, a review of its operations and related internal controls to be conducted annually by its independent auditors. Upon Client's written request, Consultant shall provide to Client one copy of the audit or similar report resulting from each such review, as well as one copy of any documentation related to the resolution of any deficiencies identified in each such review; provided, however, that Client shall treat such reports reviews and audits as Confidential Information.

5. Non-Exclusive Arrangement. Client acknowledges and agrees that the consulting and technical support services provided hereunder are non-exclusive. Therefore, Consultant may be engaged at any time, directly or indirectly, alone or as a partner, joint venturer, officer, director, consultant, agent, independent contractor or stockholder of any company or business, to provide services (whether as a contractor, a consultant or in any other capacity) that are similar in nature to the services to be performed hereunder to any person or entity (or affiliates thereof), including those that are perceived by Client as its competitors.

6. Non-Hire. During the term hereof and for a period of two years thereafter Client shall not, and shall not permit its subsidiaries or affiliates, directly or indirectly hire or attempt to hire, offer employment to, employ, engage as a contractor or consultant, use the services of or enter into any similar business arrangement with, any person who has been employed by Consultant any time during the two-year period preceding such time, or in any manner seek to induce any such person to leave his or her employment with consultant; provided that nothing herein shall restrict or preclude Client from (a) making generalized searches for employees by use of advertisements in the media (including trade media); or (b) continuing its ordinary course hiring practices that are not targeted specifically at employees of Consultant.

7. Injunctive Relief. The Parties agree that any breach of this Agreement by either Party will cause the non-breaching Party to suffer irreparable damage not compensable by monetary damages and for which the non-breaching Party will not have an adequate remedy at law. Accordingly, in the event the non-breaching Party institutes an action to enforce the provisions

of this Agreement, the non-breaching Party shall have, in addition to any and all remedies of law, the right to obtain, without the posting of any bond or security, such injunctive, specific performance or other equitable relief from a court of competent jurisdiction as may be necessary or desirable to prevent or curtail any such breach, whether threatened or actual.

8. Independent Contractor. Consultant shall be an independent contractor for all purposes during Consultant's engagement hereunder, including, without limitation, for all purposes relating to federal, state and local tax. Notwithstanding the foregoing, if Client is required to withhold federal, state or local taxes with respect to any amounts payable to Consultant hereunder or pursuant to any work hereunder, such taxes shall be withheld out of such amounts. Consultant shall not be entitled to, and shall not participate in any of Client's employee benefit plans, policies or arrangements.

9. Insurance. If required, Consultant shall maintain for its own protection fidelity bond coverage and other appropriate insurance coverage for itself and its personnel (including any employees involved in the provision of services hereunder); insurance coverage for loss from fire, disaster or other causes contributing to interruption of normal services, reconstruction of data file media and related processing costs (including costs associated with data loss from errors and omissions), and additional expenses incurred to continue operations; and business interruption coverage to reimburse Consultant for losses resulting from suspension of the consulting services due to physical loss of equipment.

10. Amendment and Waiver. No amendment to or modification of this Agreement, and no waiver of any provision hereof, shall be valid unless made in writing and signed by both Parties. No waiver by either Party of a breach of any provision hereof shall operate, or be construed, as a waiver of any subsequent breach of such provision or any breach of any other provision hereof.

11. Notices. Any notice or other communication required or permitted to be given under this Agreement (each, a "Notice") shall be given in writing and shall be sufficiently given if delivered by courier or personal delivery, or if sent by prepaid registered mail or if transmitted by telecopy or other form of recorded communication tested prior to transaction, and addressed to (a) if to Consultant, to 12651 Briarforest Suite 246A, Houston, Texas 77077, Telephone: (281) 598-2984, Telecopy: (281) 971-0088 Attention: Juan D. Guevara, President and CEO, or (b) if to Client, to Office of the County Judge, 722 Moody, 2nd Floor, Galveston, Texas 77550, Telephone: 409-765-2639.

Any Notice sent by courier or personal delivery shall be deemed to have been given on the date it is delivered; any Notice sent by telecopier or other form of recorded communication shall be deemed to have been given on the date of transmission; and any Notice sent by registered mail shall be deemed to have been given on the fifth (5th) day following the date of its mailing.

12. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, then, to the extent such invalidity, illegality or unenforceability shall not deprive either party of any material benefit intended to be provided by this Agreement, all of the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the Parties. If one or more of the provisions in this Agreement shall for any reason be held to be excessively broad as to scope, activity or subject so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the maximum extent under applicable law, consistent with the original intent of the

parties.

13. **Term of Obligations.** This Agreement shall remain in full until SOW object of this Agreement is fulfilled by Consultant. The provisions of Sections 1, 2, 3, 5, 6, 7, 8, 13, 15 and 16 and this Section 14 shall survive the conclusion, expiration or termination of this Agreement.

14. **Binding Effect.** This Agreement sets forth the final and entire agreement between the Parties hereto regarding the consulting services provided hereunder, merges and supersedes all prior oral and written agreements and understandings and all contemporaneous oral agreements and understandings, of any nature whatsoever with respect thereto and shall be binding upon the Parties hereto and their respective successors in interest. Neither this Agreement nor any of the obligations hereunder may be assigned by either Party without the written consent of the non-assigning Party.

15. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. The Parties hereby agree and consent to the personal jurisdiction of any federal or state court of competent jurisdiction sitting in Galveston, Texas and waive any objection to venue in such court.

16. **Force Majeure.** Neither Party shall be deemed to be in default of any of the obligations required to be performed by it under this Agreement to the extent that performance thereof is delayed, hindered or becomes impossible because of any act of God or public enemy, hostilities, war (declared or undeclared), guerilla activities, terrorist activities, act of sabotage, blockade, earthquake, flood, land slide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure or any cause beyond the control of the Parties.

17. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM FOR DAMAGES IS BASED, EVEN IF CONSULTANT HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

18. **Counterparts.** This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as effective as of the date of approval by both parties.

E-nnovations Technologies and Marketing, LLC

Galveston County, Texas

By  _____

Name: Juan D. Guevara Torres

Title: President & CEO

Date: 11/19/2013

By: _____

Name: Mark Henry

Title: Galveston County Judge

Date: _____

ATTEST:


Dwight D. Sullivan, County Clerk

APPENDIX A

Statement of Work (SOW) Dated 11.12.13

Scope:

- 1 OCR of approximately 500,000 immigration records
- 2 Custom built search tool
- 3 Custom built public access portal
- 4 Professional graphic design Custom design icons for current website and professional look and feel design for the internet portal.
- 5 Application will provide the ability to allow the customer to purchase selected documents from shopping basket
- 6 Application will provide the ability for the customer to purchase using a third party payment vendor
- 7 Application will be compatible with County servers
- 8 Application will allow customers to pre-view a document prior to purchase

Definitions:

- A. OCR: Forensic OCR process will allow current immigration records to be searchable by any word, number or text contained in any type document The OCR process does not alter the original document in anyway.
- B. Custom built search tool, will allow the search in real time of any word, number, or text contained in the OCR document by eliminating the need for key-indexing
- C. Custom built public access portal, will allow for the public to search all the immigration documents processed from any computer, tablet or mobile device connected to the internet

Estimated Delivery: The estimated completion time for the project will be 30 days from the signing of the agreement.

Price and payment terms:

- a) Total price \$ 15,000.00 Payment is due upon completion of the project as per the scope above
- b) Payment is nonrefundable even is customer decides to cancel the project.
- c) Payments is due, even if customer puts projects on hold
- d) Payments done with a credit card will incur in a 3% credit card processing fee.
- e) All billing and payments will be made in accordance with Chapter 2251 of the Texas Government Code, a/k/a the Texas Prompt Payment Act.

In full agreement of the scope above,

E-nnovations Technologies and Marketing, LLC

Galveston County, Texas

By: 

Name: Juan D. Guevara

Title: President & CEO

Date: 11/19/2013

By: _____

Name: Mark Henry

Title: County Jedge

Date: _____

AGENDA ITEM #24.a.1.

TRI-PARTY ELEVATION AGREEMENT

TEXAS WATER DEVELOPMENT BOARD Galveston County Severe Repetitive Loss Elevation Program Awarding Federal Agency: Federal Emergency Management Agency Contract Number: TWDB 1200011417

INTRODUCTION/PARTIES

This Tri-Party Elevation Agreement (AGREEMENT) is made by, between, and among the County of Galveston (COUNTY), KEVIN WAYNE MIELSCH (HOMEOWNER), and EHM (CONTRACTOR), each of whom is a PARTY hereto and who are collectively referred to herein as the PARTIES, and is effective upon the full execution of this AGREEMENT with the date of the last PARTY executing hereto.

In exchange for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree as follows:

ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

CONTRACTOR will perform professional services associated with turnkey elevation services for the IMPROVEMENTS to be elevated located at **36 LAZY LN, KEMAH, TX 77565** as described in CONTRACTOR'S completed work write-up and project cost sheet attached hereto as PLANS AND SPECIFICATIONS (Exhibit A). It is understood and agreed that the time for performance of the Scope of Services under this AGREEMENT shall begin with CONTRACTOR'S receipt of the NOTICE TO PROCEED. A NOTICE TO PROCEED shall not be issued until after a Purchase Order has been issued by the COUNTY Purchasing Agent. The professional services shall be provided subject to the terms and conditions herein. CONTRACTOR shall not commence any work under this AGREEMENT until all applicable certificates of insurance and performance/payment bonds have been approved by the COUNTY, a Purchase Order has been issued, and a NOTICE TO PROCEED has been issued by the COUNTY.

ARTICLE II. ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY hereto to serve as that PARTY'S contact for purposes of administering this AGREEMENT and the following lists the contact information for each respective PARTY'S designee:

GALVESTON COUNTY:

Name: Cindy Pagan, Grants Coordinator
722 Moody (aka 21st Street), 3rd Floor
Galveston, Texas 77550
Telephone: 409 770 5355
Email: cynthia.pagan@co.galveston.tx.us

CONTRACTOR:

Name of Company: EHM
Name of Designated contact person: John Matyiko
Address: 122 Dickenson Ave, Dickenson, TX 77539

Telephone: 409-7957801
Email: john@experthousemovers.com

HOMEOWNER:

Name of HOMEOWNER(S) (list all persons and/or entities listed as current Grantee(s) within real property records on file in the Galveston County Clerk's Office for the PROPERTY);

Title to PROPERTY is in: KEVIN WAYNE MIELSCH

HOMEOWNER'S contact: KEVIN WAYNE MIELSCH*

Address of Homeowner: ~~6019 GOLD ST~~ 36 LAZY LN KM
~~HOUSTON, TX 77565~~ KEMAH, TX 77565
Telephone: 832-368-8219
Email: kwmielsch@gmail.com

*Only those person(s) listed within the real property records on file in the Office of the Galveston County Clerk as a current Grantee of the PROPERTY may serve as the HOMEOWNER'S designated contact(s) under this AGREEMENT. If HOMEOWNER wishes to designate any other person, the HOMEOWNER must provide a certified copy of a Power of Attorney covering such a transaction to the COUNTY, or provide a certified copy of letters of appointment as Guardian of the Estate covering the person listed as Grantee of the PROPERTY. Such certified documents must be on file with the COUNTY prior to execution of this AGREEMENT.

ARTICLE III. ACRONYMS AND DEFINITIONS

A. Acronyms. The following acronyms have the meanings ascribed herein for purposes of this AGREEMENT:

1. **ADA** means the Americans with Disabilities Act and implementing regulations.
2. **CIQ Form** means the Conflict of Interest Questionnaire, required under Chapter 176 of the Texas Local Government Code, attached hereto as Exhibit F.
3. **FEMA** means the United States Department of Homeland Security Federal Emergency Management Agency.
4. **GSA** means the United States General Services Administration.
5. **HMA Unified Guidance** means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010 by FEMA and which provides Federal guideline requirements in the SRL Program.
6. **ICC** means "Increased Cost of Compliance" and herein refers to that coverage under the National Flood Insurance Program under which the non-Federal share of costs may be claimable.
7. **NFIA** means the National Flood Insurance Act of 1968, as amended.
8. **NFIP** means the National Flood Insurance Program.
9. **SRL** means severe repetitive loss, and refers to the severe repetitive loss program with repetitive loss strategy authorized under the NFIA with the goal of reducing flood damages to residential properties that have experienced severe repetitive losses under flood insurance coverage.
10. **SRL Program** means the FEMA SRL Grant administered pursuant to Contract No. TWDB 1200011417 by and between the County of Galveston, Texas and the Texas Water Development Board.
11. **TWDB** means the Texas Water Development Board, that agency of the State of Texas administering the SRL Program.
12. **TWIA** means the Texas Windstorm Insurance Association that pool of property and casualty insurance companies authorized to write coverage in Texas in accordance with State law.

B. Definitions. The following terms shall have the meanings ascribed herein for purposes of this AGREEMENT. Defined terms are also indicated by the use of parenthetical.

1. **AGREEMENT** means this Tri-Party Elevation Agreement and all Exhibits attached hereto that are incorporated herein, which are the following Exhibits:
 - a. Exhibit A: CONTRACTOR's Completed Work Write-Up/Project Cost sheet (PLANS AND SPECIFICATIONS)
 - b. Exhibit B: CONTRACTOR's Bid Certification
 - c. Exhibit C: MITIGATION OFFER/ Declination Notice
 - d. Exhibit D: TWDB specific clauses
 - e. Exhibit E: FEMA Record of Environmental Consideration
 - f. Exhibit F: CIQ Form
 - g. Exhibit H: Blank FEMA Elevation Certificate and Instructions (2012 Edition) (FEMA Form 086-0-33)

A copy of the separate contract between the HOMEOWNER and the CONTRACTOR for non-elevation construction and associated services and costs, if such non-elevation construction is being performed, is attached hereto as Exhibit G. Exhibit G is **not** incorporated herein and is attached hereto solely for documentation purposes.

2. **BOND** means a payment bond and performance bond each in an amount equal to the ELEVATION CONTRACT AMOUNT issued by a solvent company authorized to do business in the State of Texas, which is compliant with all legal requirements, as security for the faithful payment of all CONTRACTOR'S obligations under this AGREEMENT.
3. **COMMENCEMENT DATE** means the date that is represented on the Notice to Proceed and is delivered from COUNTY to CONTRACTOR.
4. **COMPLETION DATE** means the one hundredth (100th) calendar day following the COMMENCEMENT DATE.

5. **CONTRACTOR** means the contractor responsible for completing the home elevation under this Agreement and is identified in the Introduction and Article II: Administrative Contacts of this Agreement.
6. **COUNTY** means the County of Galveston, Texas, a political subdivision of the State of Texas, which is administering this Galveston County SRL Elevation Program through its Grants Administrator.
7. **ELEVATION CONTRACT AMOUNT** means the total amount CONTRACTOR is charging to elevate IMPROVEMENTS at the PROPERTY as identified in PLANS AND SPECIFICATIONS (Exhibit A) as ELEVATION COSTS. ELEVATION CONTRACT AMOUNT does not include NON-ELEVATION COSTS.
8. **ELEVATION COSTS** means the miscellaneous costs itemized in PLANS AND SPECIFICATIONS (Exhibit A) as elevation costs. ELEVATION COSTS are those costs arising from certain structure elevation activities and their associated costs which are eligible costs under the SRL Program in accordance with the HMA Unified Guidance.
9. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established pursuant to (1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (2) notification of violating facilities pursuant to Executive Order 11738; (3) protection of wetlands pursuant to Executive Order 11990; (4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 *et seq*; (5) the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et. seq*; (6) Environmental Protection Agency regulations, 40 CFR Part 50, as amended; (7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
10. **FINAL COMPLETION** means when the IMPROVEMENTS are fit for their intended use in accordance with the PLANS AND SPECIFICATIONS (Exhibit A), and all of the following have been executed and delivered to the County:
 - a. Certificate of occupancy for the home from applicable governmental authorities, local jurisdiction(s), and/or third-party with certification authority;
 - b. A final inspection report from the CONTRACTOR signed by an approved inspector showing that 100% of the construction covered by this AGREEMENT has been completed in accordance with this AGREEMENT including but not limited to:
 - i. verified work completed in compliance with terms of grant;
 - ii. verified Design Engineer compliance;
 - iii. verified ADA compliance (if required);
 - iv. submit copy of new survey (if required);
 - v. submit copy of new elevation certificate (FEMA Form 086-0-33; see Exhibit H); and
 - vi. confirmation of recorded deed restrictions on file in real property records within the Office of the Galveston County Clerk.
 - c. Proof that all utilities for the home have been installed and are operable;
 - d. Lien Waiver Affidavits executed by Contractor, and by every subcontractor and supplier who has performed work on, or furnished materials for, the IMPROVEMENTS (liquidated damages do not apply to this form);
 - e. Final Bills Paid Affidavit (liquidated damages do not apply to this form);
 - f. Complete list of any contractors or subcontractors who have performed work on or furnished materials for the IMPROVEMENTS identified in PLANS AND SPECIFICATIONS (Exhibit A); and
 - g. Any other requirement(s) specified herein.
11. **HOMEOWNER** means the eligible applicant(s) and recipient of SRL Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.
12. **IMPROVEMENTS** means that single-family residence and related improvements eligible for elevation under the SRL Program and to be elevated at the PROPERTY, as set forth in the Work Order and in accordance with the corresponding PLANS AND SPECIFICATIONS (Exhibit A) approved by the COUNTY. The elevation of that single-family residence may consist of the following:
 - a. Slab elevation;
 - b. Slab separation and elevation;
 - c. Pier and beam elevation;
 - d. Piling and beam elevation; and/or
 - e. other as specified in PLANS AND SPECIFICATIONS (Exhibit A)

13. **LOCAL SHARE AMOUNT** means the funding received from the HOMEOWNER to cover the SRL Grant required 10% Local Match. This Local Match comes from Homeowner out-of-pocket cash funds and is due and owing at the time of signing this AGREEMENT, and may be reimbursed to HOMEOWNER through ICC funds when applicable. ICC coverage may reimburse a portion of the required non-Federal cost share for which the HOMEOWNER is responsible, up to 10% of eligible costs associated with elevating a structure. Finally, eligible TEMPORARY HOUSING is on a reimbursement basis (90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER
14. **MITIGATION OFFER** means the amount equal to the "Total Budgeted PROJECT HARD COSTS minus NON-ELEVATION COSTS" as described in PLANS AND SPECIFICATIONS (Exhibit A), in accordance with each and every term and condition of this AGREEMENT. The price for specific items of work is stated in PLANS AND SPECIFICATIONS (Exhibit A).
15. **NON-ELEVATION COSTS** is defined as the miscellaneous costs itemized in PLANS AND SPECIFICATIONS (Exhibit A), as "NON-ELEVATION COSTS", if any. NON-ELEVATION COSTS include those costs arising from certain structure elevation activities and their associated costs which are ineligible costs under the SRL Program. Such costs are not eligible for reimbursement with grant funds, and are payable to the CONTRACTOR directly from HOMEOWNER. Non-elevation construction and its ensuing NON-ELEVATION COSTS are pursuant to a separate contract solely between HOMEOWNER and CONTRACTOR, a copy of which is attached hereto as Exhibit G.
16. **PLANS AND SPECIFICATIONS** means the final working drawings and specifications for the elevation, repair or installation of the IMPROVEMENTS at the PROPERTY, as provided to the COUNTY by CONTRACTOR in PLANS AND SPECIFICATIONS and attached to this AGREEMENT as Exhibit A. PLANS AND SPECIFICATIONS must provide sufficient detail to enable COUNTY to determine that costs are reasonable. For example, PLANS AND SPECIFICATIONS must include detailed description of the elevation work to be provided and the accompanying line item cost for each component of elevation work to be provided. PLANS AND SPECIFICATIONS must also identify the base flood elevation for the IMPROVEMENTS and the elevation that the IMPROVEMENTS shall be elevated. For example, stating only that a home is to be elevated "X" number of feet is insufficient; rather, the PLANS AND SPECIFICATIONS must also identify the resulting elevation of the IMPROVEMENTS.
17. **PRIMARY RESIDENCE** means that dwelling that HOMEOWNER has actually lived in for eighty-percent (80%) of the prior consecutive 365 days or eighty-percent (80%) of the period of ownership in those circumstances where the period of ownership is less than 365 days. Evidence of PRIMARY RESIDENCE may be established by providing copies of current driver license, homestead exemption, and like documents.
18. **PROGRAM** means the Galveston County Severe Repetitive Loss Elevation Program wherein County and the TWDB have entered into contract number 1200011417 for the administration of this grant program.
19. **PROJECT HARD COSTS** means the total cost of the project including ELEVATION CONTRACT AMOUNT and NON-ELEVATION COSTS as identified in PLANS AND SPECIFICATIONS (Exhibit A) and TEMPORARY HOUSING. NON-ELEVATION COSTS are governed by a separate contract between HOMEOWNER and CONTRACTOR; the COUNTY is not a party to that separate contract. This AGREEMENT includes references to non-elevation work to be provided and its attendant NON-ELEVATION COSTS to record such construction for grant purposes since such construction is occurring at the WORKSITE. Notwithstanding anything to the contrary, all PARTIES acknowledge and agree that the provision of non-elevation construction and associated services and the subsequent NON-ELEVATION COSTS is **not** pursuant to this Agreement. Finally, PROJECT HARD COSTS shall also include the Preparation and Presentation of Mitigation Offer cost, Project Management cost, and ICC claim processing cost if applicable.
20. **PROPERTY** means that certain parcel of real property that is the site of the home to be elevated, and includes the real property, the home, and other improvements on the real property parcel.
21. **RFQ** means, as applicable, the Request for Qualifications B121014 or the Request for Qualifications B131024, issued by the County of Galveston.
22. **TEMPORARY HOUSING** means a place to live for a limited period of time and for purposes of this AGREEMENT further means the lodging costs incurred by HOMEOWNER during the period of time that HOMEOWNER is displaced from their home due to eligible elevation construction to such home. TEMPORARY HOUSING eligible for reimbursement to HOMEOWNER does not include food and does not include transportation costs. Rather, TEMPORARY HOUSING eligible for reimbursement includes solely reasonable incurred lodging costs. Such reasonable incurred lodging costs, as evidenced by copies of receipts and proof of payment to be provided by HOMEOWNER to COUNTY, are eligible for 90% reimbursement to HOMEOWNER from this SRL Program provided that the PROPERTY is HOMEOWNER'S PRIMARY RESIDENCE and provided that such incurred costs

provided that the PROPERTY is HOMEOWNER'S PRIMARY RESIDENCE and provided that such incurred costs are attributable to only that period of time that TEMPORARY HOUSING is necessary because HOMEOWNER is displaced from their home, their PRIMARY RESIDENCE, due to eligible elevation construction. TEMPORARY HOUSING is on a reimbursement basis (90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within. Requirements for reimbursement of eligible TEMPORARY HOUSING costs is further detailed in Article V, Section C of this AGREEMENT.

23. **WORK ORDER** is also referenced as Work Write Up/Project Cost sheet as defined in and is attached hereto as PLANS AND SPECIFICATIONS (Exhibit A).

24. **WORKSITE** means the site within the PROPERTY where the elevation construction is occurring and any surrounding area within the PROPERTY necessary for CONTRACTOR'S ingress to, egress from, and performance of the elevation construction.

ARTICLE IV. ELEVATION OF IMPROVEMENTS - FINANCIAL SUMMARY AND DRAW SCHEDULE

A. Financial Summary:

1. PROJECT HARD COSTS components:

a. Preparation and Presentation of MITIGATION OFFER	\$3,500.00
b. Project Management	\$3,500.00
c. ELEVATION CONTRACT AMOUNT	\$136,200.00
d. NON-ELEVATION COSTS**	\$2,500.00
e. TEMPORARY HOUSING, if applicable***	\$4,095.00
f. ICC Claim Processing Fee****	<u>\$TBD</u>
Total Budgeted PROJECT HARD COSTS:	\$149,795.00

2. PROJECT HARD COSTS:

a. <u>Total Due from HOMEOWNER:</u>	
10% of Preparation and Presentation of MITIGATION OFFER*	\$350.00
10% of Project Management*	\$350.00
10% of ELEVATION CONTRACT AMOUNT	\$13,620.00
100% of NON-ELEVATION COSTS (paid separately)**	\$2,500.00+
TEMPORARY HOUSING, if applicable (reimbursed 90%)***	\$4,095.00
10% of ICC claim processing fee (\$100), if applicable****	<u>\$TBD</u>
b. <u>Federal Share (90% of grant eligible costs):</u>	
90% of Preparation and Presentation of MITIGATION OFFER*	\$3,150.00
90% of Project Management	\$3,150.00
90% of ELEVATION CONTRACT AMOUNT	\$122,580.00
00% of NON-ELEVATION COSTS**	\$0.00
90% reimbursement of TEMPORARY HOUSING, if applicable***	\$3,685.50
90% of ICC claim processing fee (\$900), if applicable****	<u>\$TBD</u>
c. Total PROJECT HARD COSTS:	\$149,795.00

*, **, ***, and **** are described below:

* \$350 was paid by HOMEOWNER prior to presentation of MITIGATION OFFER and is HOMEOWNER'S 10% match of the \$3,500.00 fee for preparation and presentation of MITIGATION OFFER. \$350 was paid by HOMEOWNER at time of signing this AGREEMENT and is HOMEOWNER'S 10% match of the \$3,500.00 Project Management cost.

** Non-elevation construction is pursuant to a separate agreement between HOMEOWNER and CONTRACTOR. A copy of such agreement covering non-elevation is attached hereto as Exhibit G for informational purposes.

calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING reimbursement is not known at the time of signing the MITIGATION OFFER and this AGREEMENT as it is on a reimbursement basis. TEMPORARY HOUSING estimated by CONTRACTOR in PLANS AND SPECIFICATIONS (Exhibit A) is used herein for COUNTY budgetary matters associated with this SRL Program. TEMPORARY HOUSING costs, when eligible for reimbursement and actually incurred by HOMEOWNER, shall be submitted by HOMEOWNER to COUNTY for reimbursement in accordance with Article V, Section C of this AGREEMENT. Subsequent to reimbursement, COUNTY shall reconcile to determine PROJECT HARD COSTS for grant administration requirements.

**** ICC claim processing fee will only be charged if an ICC claim is processed by COUNTY. Eligible HOMEOWNER 10% LOCAL SHARE AMOUNT (\$100.00) will be withheld from ICC funds received by COUNTY when disbursed to HOMEOWNER.

B. Payments to CONTRACTOR/Draw Schedule:

1. In the event that CONTRACTOR has obtained a BOND, CONTRACTOR shall be entitled to request up to four (4) disbursements from the ELEVATION CONTRACT AMOUNT after completion of each phase of work and submitting the following documentation.
2. The schedules for disbursements of draw requests are set forth as follows:
 - a. **Phase 1 Pre-elevation/mobilization** - 30% of the total ELEVATION CONTRACT AMOUNT upon receipt of inspector's report plus the submittal of the following:
 1. Foundation inspection is required;
 2. CONTRACTOR Request for Payment Form;
 3. CONTRACTOR itemized invoice;
 4. Progress Inspection Report Form;
 - a.) Engineering feasibility letter
 - b.) Initial elevation certificate
 - c.) Project PLANS AND SPECIFICATIONS (Exhibit A)
 - d.) Project timetable
 - e.) Copies of requisite permits
 - f.) Copy of fully executed Tri-party AGREEMENT
 5. Pre-elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
 6. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
 7. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
 - b. **Phase 2 Raised, ready to set, building department inspections** – second 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 60% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
 1. CONTRACTOR Request for Payment Form;
 2. CONTRACTOR itemized invoice;
 3. Progress Inspection Report Form;
 - a.) Engineering concurrence
 - b.) Concurrence as to 60% completion
 - c.) Copies of requisite permits
 - d.) TWIA compliance
 - e.) Grant compliance
 - f.) HOMEOWNER acceptance
 4. Phase 2 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
 5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
 6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

- c. **Phase 3 Structure elevated to design height, foundation installed, mechanicals reconnected** - 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 90% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
 1. CONTRACTOR Request for Payment Form;
 2. CONTRACTOR itemized invoice;
 3. Progress Inspection Report Form;
 - a.) Engineering concurrence
 - b.) Concurrence as to 90% completion
 - c.) TWIA compliance
 - d.) ADA compliance (if required)
 - e.) Grant compliance
 - f.) HOMEOWNER acceptance
 4. Phase 3 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
 5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
 6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
- d. **Phase 4 Final Inspection, occupancy certificate, all grant requirements met** - 10% of the total ELEVATION CONTRACT AMOUNT, provided that the elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
 1. CONTRACTOR Request for Payment Form;
 2. Final CONTRACTOR itemized invoice;
 3. Final Inspection Form;
 4. Post Elevation - Elevation Certificate (FEMA Form 086-0-33), a blank FEMA Form 086-0-33 with its instructions is attached hereto as Exhibit H;
 5. Certificate of occupancy;
 6. New survey (if required);
 7. Signed and notarized Lien Waiver Affidavit CONTRACTOR (**Final**) Form;
 8. Signed and notarized Lien Waiver Affidavit Subcontractor (**Final**) Form;
 9. Copy of CONTRACTOR Warranties that have been signed by HOMEOWNER (please refer to Article VI(T) on page 13 of this AGREEMENT);
 10. HOMEOWNER acceptance;
 11. Grant compliance reconciliation (if non-grant work was also performed); and
 12. Final elevation photographs – minimum of three (3) views each of front and each side to show all four exterior walls and an adequate number of pictures for the interior.
3. **Withholding Payment to CONTRACTOR:** COUNTY shall be entitled to withhold payment to CONTRACTOR while any of the following conditions exist:
 - a. The location, installation or elevation of the IMPROVEMENTS violates or interferes with any applicable recorded instrument or governmental regulation affecting the PROPERTY;
 - b. CONTRACTOR makes a material misrepresentation in the Request for Payment; and/or
 - c. Notice of a claim or lien on the PROPERTY has been received in connection with the elevation, repair or installation of the IMPROVEMENTS, and has not been released.

ARTICLE V. HOMEOWNER'S OBLIGATIONS

- A. **HOMEOWNER's Portion of the ELEVATION CONTRACT AMOUNT:** HOMEOWNER must pay the total of the LOCAL SHARE AMOUNT in the form of a check made payable to GALVESTON COUNTY at the time of signing this AGREEMENT. Eligible HOMEOWNERS may receive a refund up to the full LOCAL SHARE AMOUNT through an ICC claim. HOMEOWNER may receive ninety-percent (90%) reimbursement for eligible TEMPORARY HOUSING costs incurred by HOMEOWNER, as eligible TEMPORARY HOUSING costs are allowable PROJECT HARD COSTS in the SRL Program.

- B. Taxes: HOMEOWNER will pay all real estate taxes and assessments of every kind on the PROPERTY before the same become delinquent, and GALVESTON COUNTY may at any time require HOMEOWNER to provide evidence that taxes have been paid current. Property taxes may be paid current, be deferred or HOMEOWNER must be current on a payment plan with the Galveston County Tax Assessor and Collector in order to avoid any delinquency.
- C. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the elevation construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ____ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER (90%) if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work. Finally, costs incurred by HOMEOWNER for such TEMPORARY HOUSING that are reimbursable to HOMEOWNER must be reasonable costs. HOMEOWNER must provide documentation to the COUNTY showing the TEMPORARY HOUSING costs incurred – this may be accomplished by providing copies of receipts or other proof of payments. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within. The per diem rates established by the GSA are available for viewing through the Internet, at site:

http://www.gsa.gov/portal/content/104877?utm_source=OCM&utm_medium=print-radio&utm_term=HP_01_Requested_perdiem&utm_campaign=shortcuts.

Or, the GSA per diem rates may be accessed by going to <http://www.gsa.gov/portal/category/100000#> and then clicking on the link entitled "Per Diem Rates".

- D. HOMEOWNER will cooperate generally with the reasonable requests of CONTRACTOR, COUNTY, TWDB, and FEMA as such requests relate to elevation, repair, or installation of the IMPROVEMENTS. HOMEOWNER will cooperate with COUNTY in arranging for inspections by representatives of the COUNTY of the progress of elevation from time to time and will promptly comply with COUNTY's requirements or satisfy any objections regarding construction of the IMPROVEMENTS or the progress thereof.
- E. Utilities: HOMEOWNER is responsible for authorizing the disconnection of electricity, telephone, cable and gas as directed by the CONTRACTOR. HOMEOWNER is responsible for all utility bills during elevation. HOMEOWNER is responsible for authorizing reconnection of all utilities as directed by the CONTRACTOR. Any upgrades required by utility company for reconnection are not eligible costs hereunder.
- F. Duty to Inform: HOMEOWNER is responsible for informing the CONTRACTOR of any known PROPERTY hazards such as asbestos, lead paint, buried lines, tanks, septic systems, water wells, bees, and propane tanks. HOMEOWNER is also responsible for notifying CONTRACTOR before signing the AGREEMENT if the HOMEOWNER has medical issues which could entitle the HOMEOWNER to special types of access facilities. In a case where a HOMEOWNER or member of the HOMEOWNER's family has a permanent physical disability, a physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible elevation cost.
- G. Landscaping: HOMEOWNER shall be solely responsible for removing, storing, and replacing any existing landscaping that HOMEOWNER wishes to retain prior to the start of the work.
- H. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the written approval of the same by the COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.
- I. **Prior Lien Holder Rights: By separate affidavit, HOMEOWNER has CERTIFIED the existence or non-existence, as applicable, of any prior lien on the PROPERTY and that, if such a prior lien exists, that HOMEOWNER has notified and obtained the consent of such lien holder for the project contracted for herein as identified in PLANS**

AND SPECIFICATIONS (Exhibit A). HOMEOWNER further ACKNOWLEDGES that any prior lien on the PROPERTY (such as a mortgage or deed of trust) may contain provisions prohibiting HOMEOWNER from entering into or performing this AGREEMENT, and that HOMEOWNER may create an event of default under such prior lien unless HOMEOWNER has obtained the prior consent of such lien holder. A default on lien obligations can lead to serious legal consequences, including loss of your PROPERTY. HOMEOWNER agrees to be solely responsible for obtaining any and all necessary consent of prior lien holders before entering into this AGREEMENT. GALVESTON COUNTY is not responsible for determining if HOMEOWNER has a lien holder or for obtaining the consent of the lien holder. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

J. Reserved

K. Liens: HOMEOWNER will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the PROPERTY or any funds due CONTRACTOR and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided however, that HOMEOWNER shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to the COUNTY such security or indemnity as the COUNTY may reasonably require.

L. **Limitation on Non-Elevation Construction.** All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.

M. Insurance Provision and filing of Deed Restriction: HOMEOWNER agrees to maintain flood insurance insuring against loss of the real property and improvements in an amount equal to the assessed value up to the NFIP maximum of \$250,000.00. HOMEOWNER acknowledges and agrees that the following notice of flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office, which such notice shall include the name of the current PROPERTY owner, the book and page reference to record of current title, a legal description of the PROPERTY, and state that: **This property has received Federal Hazard Mitigation Assistance. Federal Law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.**

N. HOMEOWNER's Representations: HOMEOWNER represents the following to COUNTY and CONTRACTOR:

1. HOMEOWNER is the fee simple owner of the PROPERTY.
2. Other than any first-lien lien holder whose prior written consent has been obtained by HOMEOWNER, there are no liens, mortgages, claims, charges or unpaid assessments against the PROPERTY.
3. No written contract (or affidavit regarding an oral contract) regarding the elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County.
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing event.
5. All financial statements delivered to the COUNTY by or on behalf of HOMEOWNER are each true and correct in all respects and there has been no material adverse change in such statements as of this date.
6. HOMEOWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render him insolvent or HOMEOWNER has disclosed any solvency issues or bankruptcy filings and the COUNTY signs this AGREEMENT with full knowledge of the

same.

7. It is hereby acknowledged and agreed that the performance/payment BOND provided by the CONTRACTOR under this AGREEMENT are for the benefit of GALVESTON COUNTY to ensure completion of the work and that the performance/payment BOND provided by the CONTRACTOR are for the benefit of the laborers and material suppliers utilized during the work to ensure their payment and to ensure the PROPERTY is free and clear of any liens at the date of FINAL COMPLETION and HOMEOWNER further agrees and unconditionally relinquishes any and all right of claim in the HOMEOWNERs own right under and against any BOND(s) issued by any surety company for CONTRACTOR.
- O. Assignment: HOMEOWNER shall not assign or otherwise transfer this AGREEMENT in whole or in part without prior written approval of the COUNTY. Such consent, if granted, shall not relieve the HOMEOWNER of any of its responsibilities under this AGREEMENT.
- P. Inspection Report: An Inspection Report will be presented to the HOMEOWNER for review, acceptance, and execution at the completion of each Phase. If HOMEOWNER accepts the report, then the HOMEOWNER must provide an executed copy to the COUNTY within four (4) calendar days. If HOMEOWNER does not accept the report, then HOMEOWNER must notify the COUNTY within four (4) calendar days. No payment to CONTRACTOR shall be issued unless and until the COUNTY has receipt of an executed acceptance of the inspection report from the HOMEOWNER.
- Q. TWDB Provisions: HOMEOWNER must comply with all applicable provisions listed in Exhibit D of this AGREEMENT.

ARTICLE VI. CONTRACTOR OBLIGATIONS

- A. Standards of Elevation: In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be constructed, repaired or installed in a good and workmanlike manner, fit for their intended purpose, fully-equipped with materials of high quality, strictly in accordance with the (i) the WORK ORDER; (ii) the PLANS AND SPECIFICATIONS (Exhibit A); (iii) the RFQ; (iv) the Warranty Standards; (v) the Environmental Standards; (vi) FEMA floodplain regulations; (vii) if applicable, TWIA requirements; and (viii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).
- B. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ____ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work.
- C. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the prior written approval of the same by COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.
- D. Corrective Action: If CONTRACTOR is notified that any inspection by the COUNTY or its designee has uncovered any noncompliance issues, CONTRACTOR shall immediately correct such issues. CONTRACTOR shall maintain a detailed record of every non-compliance and corrective action taken. Such non compliance includes documenting any and all pre-existing damages as documented in PLANS AND SPECIFICATIONS (Exhibit A). HOMEOWNER will be required to sign off on the same.
- E. Books and Records, Construction Trust Fund: CONTRACTOR will deposit all funds received by CONTRACTOR under this AGREEMENT into a construction account, and will keep an account record for the account, all in strict accordance with Texas Property Code §§ 162.006 and 162.007 (the Texas construction trust fund statute). Within three (3) business days of a request by GALVESTON COUNTY, CONTRACTOR shall provide GALVESTON COUNTY with (i) a full

copy of the account record, and (ii) executed copies of all contracts between CONTRACTOR and all of its subcontractors and suppliers. **Contractor's failure to timely obtain and maintain a Construction Trust Fund account shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**

- F. **Records Retention:** CONTRACTOR shall keep and maintain all records associated with this AGREEMENT for a minimum of five (5) years from the formal Close of this SRL grant with the State, or as required by Federal, State, or Local law, whichever period is longer. CONTRACTOR shall allow the COUNTY reasonable access to the records in CONTRACTOR'S possession, custody, or control that the COUNTY deems necessary to assist it in auditing the services, costs, and payments provided hereunder. CONTRACTOR also shall allow reasonable access to representatives of the State of Texas, the TWDB, FEMA, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.
- G. **CONTRACTOR ACKNOWLEDGES THAT FAILURE TO STRICTLY COMPLY WITH THE CONSTRUCTION TRUST FUND STATUTE MAY EXPOSE CONTRACTOR, AND ITS AGENTS AND OWNERS, TO CIVIL AND CRIMINAL LIABILITY AND PENALTIES THAT MAY NOT BE AVOIDED BY BANKRUPTCY OR OTHER PROTECTIONS TYPICALLY AVAILABLE TO BUSINESSES.**
- H. **Prompt Payment:** CONTRACTOR will promptly pay all subcontractors and suppliers in accordance to the payment of the agreement between CONTRACTOR and its Subcontractors.
- I. **Allocation of Profit:** CONTRACTOR agrees that any monies it receives pursuant to this AGREEMENT shall be applied to payment of all outstanding invoices from subcontractors and suppliers before CONTRACTOR applies such monies to its overhead or profit.
- J. **Due Diligence Responsibility:** CONTRACTOR is solely responsible for verifying whether elevation will violate or interfere with any applicable recorded instrument or governmental regulation affecting the PROPERTY. The COUNTY makes no representations or warranties as to title to, or encumbrances on, the PROPERTY.
- K. **Elevation Timing; Delay Damages:** CONTRACTOR shall commence elevation, repair or installation of the IMPROVEMENTS as soon as possible after the COMMENCEMENT DATE (Notice to Proceed Date), but in no event later than fourteen (14) days after the COMMENCEMENT DATE. CONTRACTOR shall prosecute the work with due diligence, and shall achieve FINAL COMPLETION of the IMPROVEMENTS by the COMPLETION DATE. Time is of the essence with respect to all CONTRACTOR Obligations under this AGREEMENT. In the event that FINAL COMPLETION is not achieved by the COMPLETION DATE, CONTRACTOR shall pay the COUNTY liquidated damages of one hundred dollars (\$100) per day for every day after the COMPLETION DATE until FINAL COMPLETION is achieved. HOMEOWNER, CONTRACTOR and COUNTY agree that the liquidated damages are not to be construed as a penalty, but a reasonable estimate of damages caused by delay that will be incurred by COUNTY. COUNTY shall have the right to offset these liquidated damages against any other sums or disbursements due to CONTRACTOR from the COUNTY. Upon approval of COUNTY, extension may be granted for excusable delays.
- L. **Limitation on Non-Elevation Construction.** All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.
- M. **Lead and Asbestos:** CONTRACTOR is responsible for performing investigation of lead and asbestos containing materials, and any required lead and asbestos abatement. CONTRACTOR shall provide GALVESTON COUNTY with a copy of a signed waste manifest from a proper disposal institution, in connection with CONTRACTOR'S disposal of any lead or asbestos. CONTRACTOR is responsible for compliance with all local, State, and Federal laws, regulations and ordinances relating to lead and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified at Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Occupations Code (Lead-Based Paint Abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located

at Title 40, Part 61, Subpart M of the Code of Federal Regulations; and the National Emission Standards for Hazardous Air Pollutants.

- N. Compliance With Federal Laws: CONTRACTOR shall be responsible for complying with the following federal laws, rules, and regulations:
1. Lead-Based Paint. CONTRACTOR is responsible for compliance with the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B, as applicable.
 2. Noise Abatement. CONTRACTOR is responsible for compliance with noise abatement and control policies established by HUD in 24 CFR Part 51, Subpart B. To help ensure noise levels do not become excessive, elevation activities are restricted to mostly weekdays and daylight hours.
 3. Archeological Discoveries. CONTRACTOR is responsible for compliance with the National Historic Preservation Act of 1966, as amended, 16 USC 470 and 36 CFR Part 800, as applicable. In accordance with Section 106 of the National Historic Preservation Act, CONTRACTOR shall notify GALVESTON COUNTY as soon as practicable if it appears that site work may affect previously unidentified archeological resources. CONTRACTOR is required to immediately stop elevation activities in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovery. The GALVESTON COUNTY notification will allow the discovery to be further evaluated in consultation with the Texas Historical Commission. Site work can resume only after the discovery has been resolved with GALVESTON COUNTY and the Texas Historical Commission.
 4. FEMA Record of Environmental Consideration Special Conditions required on implementation of Projects specified in Exhibit E.
- O. Insurance: At all times during elevation, repair, or installation of the IMPROVEMENTS, CONTRACTOR will obtain and maintain in full force and effect the following insurance policies, which shall list GALVESTON COUNTY as additional insured and shall be issued by a company that is licensed to do business in the State of Texas and that has a rating equal to or exceeding A-;VII from A.M. Best. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.
1. A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate;
 2. An automobile liability policy with a combined single limit of \$1,000,000 per accident for bodily injury and property damage to include owned, hired and non-owned autos;
 3. Workers' compensation policy providing statutory Texas benefits;
 4. A hazard insurance policy on a builder's all risk or special causes of loss policy form with a broad form named insured and with loss payable endorsements acceptable to GALVESTON COUNTY insuring the IMPROVEMENTS and all materials and supplies purchased with advances hereunder against all risks and losses, as well as an allowance for occupancy by HOMEOWNER if HOMEOWNER is remaining in the PROPERTY during elevation; and
 5. A professional liability policy that will cover all acts, errors, or omissions in the amount of \$1,000,000 per claim, with an annual aggregate of at least \$2,000,000, inclusive of all legal defense costs. In addition, such coverage shall include the disclosure of personal information. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Contract.
 6. All liability insurance may be obtained by any combination of underlying and excess/umbrella policies.
- P. WORKSITE Protection: CONTRACTOR shall be responsible for protection of the WORKSITE and building materials, including losses from theft for the duration of the contract period of performance as specified in PLANS AND SPECIFICATIONS (Exhibit A).
- Q. Utilities: CONTRACTOR shall be responsible for notifying the HOMEOWNER when to disconnect the utilities. CONTRACTOR is responsible for any fees incurred for disconnecting the utilities. CONTRACTOR is also responsible for notifying the HOMEOWNER when to reconnect the utilities.
- R. Information: CONTRACTOR is responsible for providing open channels of communication between HOMEOWNER, COUNTY, and local Inspectors including informing the HOMEOWNER what to expect during the elevation phase.
- S. Debarment and Suspension: CONTRACTOR certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other federal responsibility matters. CONTRACTOR agrees to include this certification in all contracts between itself and any subcontractors in connection

with services performed under this AGREEMENT. CONTRACTOR will notify the COUNTY in writing immediately if CONTRACTOR is not in compliance with Executive Order 12549 or other federal responsibility matters while performing this AGREEMENT, and will refund the COUNTY for any payments made to it while ineligible.

- T. CONTRACTOR Warranty to HOMEOWNER: CONTRACTORS will provide for services performed under this AGREEMENT, a set of limited warranties and building and performance standards in accordance to the Texas Residential Construction Commission standards in place prior to the time that the Texas Residential Construction Commission ceased to exist, which include:

1. A five-year workmanship and materials warranty;
2. A five-year mechanical and delivery system warranty; and
3. A five-year structural warranty.

CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT. Contractor further ACKNOWLEDGES that it is not eligible for final payment hereunder until such Warranty policy has been delivered to HOMEOWNER with copy provided to COUNTY with such copy signed by HOMEOWNER evidencing HOMEOWNER'S receipt of such Warranty policy.

- U. Limited Warranty to COUNTY: CONTRACTOR warrants that the Services provided under this AGREEMENT shall be performed in a good and workmanlike manner with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty during the period of performance of the AGREEMENT, provided COUNTY has delivered to CONTRACTOR timely notice of such breach as hereinafter required, CONTRACTOR shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to COUNTY that portion of the Price received by CONTRACTOR attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless COUNTY has delivered to CONTRACTOR written notice specifying in detail the non-conformities within seven (7) days after performance of the non-conforming Services or tender of the non-conforming Deliverables.
- V. Equal Opportunity/Non-Discrimination: The CONTRACTOR agrees to abide by all Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination as to race, color, religion, national origin, sex, familial status, disability, or veteran status. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.
- W. BOND: Insert project specific payment/performance BOND details:
- X. The CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the performance of the subject work.
- Y. Assignment: CONTRACTOR shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the CONTRACTOR of any of its responsibilities under this AGREEMENT. A violation of this prohibition **shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**
- Z. Under no circumstances will the CONTRACTOR be responsible for any costs incurred with respect to any latent or unknown defects that exist at the project site. Any and all costs incurred by the CONTRACTOR with respect to the cure of any such latent or unknown conditions need to be recoverable by the CONTRACTOR.
- AA. TWDB Provisions: CONTRACTOR must comply with all provisions listed in Exhibit D of this AGREEMENT. CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS

- A. Limited Obligation of COUNTY: The COUNTY's obligation to HOMEOWNER and CONTRACTOR, or either of them, is to disburse the MITIGATION OFFER Amount in accordance with this AGREEMENT. The COUNTY will reimburse the full amount of eligible ICC claims to the HOMEOWNER upon receipt of settlement of such ICC claims from NFIP.
- B. The COUNTY Is Not Responsible For Any Of the Following (this list is illustrative, and not exclusive):
1. The quality or timing of elevation;
 2. Warranty work;

3. Resolution of disputes between HOMEOWNER and CONTRACTOR;
 4. Enforcement of this AGREEMENT, or any other agreement, between HOMEOWNER and CONTRACTOR;
 5. Payment of HOMEOWNER's Funds to CONTRACTOR (i.e. - the excess construction costs above the MITIGATION OFFER Amount);
 6. Verification of liens on the PROPERTY;
 7. Removal of liens;
 8. Curing title defects; or
 9. Acts or omissions of CONTRACTOR, HOMEOWNER, or any subcontractor or supplier.
- C. **Actions Do Not Create Duty:** The COUNTY's funding activities under the PROGRAM do not create a legal duty to CONTRACTOR or HOMEOWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening CONTRACTORS and HOMEOWNERS, approving contracts and subcontracts, and approving PLANS AND SPECIFICATIONS (Exhibit A) will be taken by the COUNTY for its own protection only. Except for the express obligations to fund the MITIGATION OFFER Amount and process eligible ICC claims, COUNTY shall not be deemed to have assumed any responsibility to HOMEOWNER, CONTRACTOR, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by any CONTRACTORS or subcontractors, or prevention of claims for mechanic's liens.
- To the extent permitted by law, HOMEOWNER agrees to indemnify, defend and hold harmless the COUNTY, the State of Texas, the TWDB, and CONTRACTOR from and against any claims incurred by the COUNTY to the extent caused by HOMEOWNER's negligent acts, errors or omissions.
- To the extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, HOMEOWNER, the State of Texas, and the TWDB from and against any claims incurred by the COUNTY to the extent caused by CONTRACTOR's negligent acts, errors or omissions.
- D. **Limitation of Warranties:** To the fullest extent allowed by law, COUNTY makes no warranties of any kind, express or implied to HOMEOWNER, and HOMEOWNER WAIVES ALL WARRANTIES AND REPRESENTATIONS FROM COUNTY, WHETHER ORAL OR WRITTEN, WHETHER EXPRESSED OR IMPLIED, CONCERNING THE PROPERTY OR IMPROVEMENTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF HABITABILITY, FITNESS FOR PURPOSE, OR CONSTRUCTION IN A GOOD WORKMANLIKE MANNER. Nothing herein shall be construed as limiting CONTRACTOR's warranties to HOMEOWNER.

ARTICLE VIII. DEFAULT AND REMEDIES

- A. **CONTRACTOR Default:** CONTRACTOR will be in default under this AGREEMENT upon the occurrence of any of the following events: (i) CONTRACTOR fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure; (ii) CONTRACTOR becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or (iii) CONTRACTOR commits a default under any other contract it has entered into with GALVESTON COUNTY. In the event of CONTRACTOR's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its' sole discretion:
1. Terminate this AGREEMENT on written notice to CONTRACTOR.
 2. Compel the CONTRACTOR to stop the work under this AGREEMENT on written notice to CONTRACTOR, whereupon CONTRACTOR shall withdraw from the PROPERTY and assign to GALVESTON COUNTY such of CONTRACTOR's subcontracts as GALVESTON COUNTY may request, and remove such materials, equipment, tools and instruments used by CONTRACTOR on the PROPERTY as GALVESTON COUNTY may direct.
 3. Complete the work, either with or without using CONTRACTOR's materials, equipment, tools and instruments.
 4. Instruct the bonding company which issued the performance BOND to complete the work with its own forces and at FINAL COMPLETION issue any remaining amounts due under this AGREEMENT to the bonding company.
 5. Withhold the payment of any further sums due to CONTRACTOR under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon GALVESTON COUNTY shall determine the amount, if any, of damages caused by CONTRACTOR's default, the amount to which CONTRACTOR is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate CONTRACTOR for the use of CONTRACTOR's materials, equipment, tools and instruments, and upon such determination, GALVESTON COUNTY shall pay to CONTRACTOR the net amount which may be due, if any, in accordance with such determination.

6. Sue CONTRACTOR for damages, injunctive, or equitable relief.

In addition to the remedies stated herein, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY'S waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

- B. HOMEOWNER'S Default: HOMEOWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:
1. HOMEOWNER fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure;
 2. HOMEOWNER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors;
 3. HOMEOWNER commits a default under any other contract it has entered into with GALVESTON COUNTY;
 4. HOMEOWNER has misused the proceeds of the MITIGATION OFFER; or
 5. HOMEOWNER has made any misrepresentations in connection with this AGREEMENT. In the event of HOMEOWNER'S default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:
 - i. Terminate this AGREEMENT on written notice to HOMEOWNER.
 - ii. Direct the CONTRACTOR to stop work on the IMPROVEMENTS, either temporarily or permanently notwithstanding the foregoing, sums earned by CONTRACTOR for elevation and delivery of the IMPROVEMENTS prior to any notice to CONTRACTOR of any misuse of funds or misrepresentation by HOMEOWNER shall be payable from GALVESTON COUNTY to CONTRACTOR.
 - iii. Cancel disbursement of any unearned portion of the MITIGATION OFFER Amount and eligible ICC claim under this AGREEMENT.
 - iv. Sue HOMEOWNER for damages, injunctive, or equitable relief.

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. Relationship of PARTIES/Independent Contractors: CONTRACTOR is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the PARTIES hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this AGREEMENT.
- B. Immunity Retained: The PARTIES agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.
- C. Inspection: Representatives from FEMA, TWDB, COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. CONTRACTOR and HOMEOWNER will take all steps necessary to assure that representatives from FEMA, TWDB, and the COUNTY, or their designees are permitted to examine and inspect the IMPROVEMENTS, the WORKSITE and the PROPERTY, and all contract, material, invoice, equipment, payrolls, and conditions of employment pertaining to CONTRACTOR'S work, including all relevant data and records. By such inspection, FEMA, TWDB, and COUNTY assume no responsibility to the HOMEOWNER for defective material or work under this AGREEMENT or to either PARTY for any breach of the AGREEMENT by the other.
- D. Notice: Any notice required or permitted by this AGREEMENT shall be in writing, and shall be delivered to the respective PARTIES' addresses as set forth in Article II: Administrative Contacts. Any notice will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, and addressed to the intended recipient notice address set forth in the Cover Page, Article II: Administrative Contacts. Notice given in any other manner will be effective only if and when received by the intended recipient. Any address for notice may be changed by written notice delivered as provided herein.
- E. Entirety of Agreement: This AGREEMENT contains the entire agreement and understanding among the PARTIES and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter herein or the services or deliverables to be provided hereunder.

- F. **Duty To Provide Additional Information:** HOMEOWNER and CONTRACTOR shall, within three (3) business days of receipt, furnish to COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any:
1. Governmental or private authority having jurisdiction over the PROPERTY;
 2. Insurance company carrying a policy pertaining to the PROPERTY;
 3. Lender holding a lien or security interest against any part of the PROPERTY; or
 4. Any person asserting a claim against HOMEOWNER, CONTRACTOR or the PROPERTY.
- G. **Governing Law and Venue:** This AGREEMENT and the rights and obligations of the PARTIES hereto shall be governed by and construed according to the laws of the State of Texas and venue shall lie exclusively in Galveston County, Texas.
- H. **Severability:** If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- I. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then the legal limitations are made a part of this AGREEMENT and shall operate to amend this AGREEMENT to the minimum extent necessary to bring this AGREEMENT into conformity with the requirements of the limitations, and as so modified, this AGREEMENT shall continue in full force and effect.
- J. **Force Majeure:** No PARTY shall be liable for any failure of or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this AGREEMENT or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. No PARTY shall be liable to the other(s) for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.
- K. **Authority:** Each PARTY represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and this AGREEMENT constitutes the legal, valid, and binding agreement of each PARTY hereto.
- L. **Amendment:** This AGREEMENT may be amended only by written instrument duly authorized by each PARTY hereto and duly executed by each respective PARTY hereto.
- M. **Survival:** The provisions of articles I, II, IV(A), VI(S),(T),(X), VII(C),(D), IX(B),(J), and Exhibit D shall survive the termination or expiration of this AGREEMENT.

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

*****The Remainder of this page is intentionally left blank*****

This AGREEMENT is hereby **EXECUTED** by the PARTIES hereto, each respective PARTY acting by and through its duly authorized representative, to be effective on the date specified herein.

COUNTY OF GALVESTON, TEXAS:

Mark Henry, County Judge

Date Signed

ATTEST:

Dwight D. Sullivan, County Clerk

Date Attested

CONTRACTOR:

William Hobson Project Manager
Signature and Title

William Hobson
Printed Name and Title of person signing for CONTRACTOR

11-21-13
Date Signed

HOMEOWNER (ALL PERSONS WITH OWNERSHIP INTEREST MUST SIGN):

Kerri Mierck
Signature of Homeowner

11/19/13
Date Signed by Homeowner above

Signature of Homeowner

Date Signed by Homeowner above

Signature of Homeowner

Date Signed by Homeowner above

PLANS AND SPECIFICATIONS (Exhibit A)

CONTRACTOR's Completed Work Write-Up/Project Cost sheet specific to this PROPERTY



Elevation Proposal For Galveston County SRL Grant

A STRUCTURAL MOVING TRADITION

Date 8/6/2013
Customer Kevin Mielsch
Address 36 Lazy Lane
City State Zip Kemah TX
Contract Amount \$

136,200.00

Garage SF 0
House SF 1852
Type Monolithic Slab
Zone AE 14
Slab 6'
Free Board n/a
Elevate 8'

1852

45

295
N/A

28
0

1

4x22

4x4

Obtain engineered drawings, TWIA Submittals, all three elevation certificates and required inspections	\$	10,175.00
Site prep, which includes removal of decks, concrete, landscaping, gates, fencing, homeowner items, home inspection, precon and site mobilization	\$	3,704.00
Raise the above named residence to satisfy program BFE plus local free board requirements	\$	24,076.00
Tunneling/Excavating/ and install new sets pilings pushed to designed depth and space, removal of unsuitable soils, backfill will clean engineered fill per engineer requirement and EHM warranty.	\$	24,750.00
Excavate under the exterior and interior load bearing supports of the residence and pour approximately LF of continuous steel reinforced concrete foundation measuring 24" inches wide by 12" inches thick. Concrete will be steel reinforced with 4" slab per engineer design	\$	19,975.00
Install linear feet of steel I-beams for stabilization per engineer design		
Install 16"x16" Concrete Block Columns with #7 Rebar pumped with concrete doweled into grade beam per engineer design	\$	21,000.00
Install 12 x 12" interior columns and filled solid with concrete per engineer design	\$	-
Disconnect and reconnect/repair water, sewer, gas and electrical as required by local building agencies	\$	5,556.00
Disconnect, raise and reconnect A/C.	\$	1,559.00
Lower/Raise electric meter (after elevation) to required height.	\$	2,755.00
Install landings, staircases to meet minimum building code requirements	\$	4,854.00
Install landings, staircases to meet minimum building code requirements	\$	3,550.00
Install landings, staircases to meet minimum building code requirements	\$	-
Install landings, staircases to meet minimum building code requirements		
Replace existing landscaping removed or damaged during elevation, regrade yard in affected areas and install sod, lower new downspouts to meet new grade	\$	3,704.00
Repair any driveways, carport or sidewalks damaged during elevation. Remove all trash and rubbish caused by the above work.	\$	3,518.80
Sub Total	\$	129,176.80
Bonding, Insurance, Warranty, Supervision	\$	7,023.20

Eligible Elevation Cost \$ **136,200.00**

Non Eligible Elevation Cost
 Remove garage door frame in with windows \$ 2,500.00

Relocation Cost Eligible
 45 Relocation allowance at \$91.00 per day \$ 4,095.00

Exhibit B:

**County of Galveston/SRL Elevation Program
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS**

Proposer: EHM Date of Certification: 11-21-13

Proposer **CERTIFIES**, to the best of its knowledge and belief, that Contractor and/or any of Contractor's Principals:

- 1.) Are **NOT** presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency or State agency;
- 2.) Have **NOT**, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, been convicted of or had a civil judgment rendered against it or them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state, or local government contract or subcontract; violation of a Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or any of the offenses listed in 2 C.F.R. Part 180, § 180.800;
- 3.) Are **NOT** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the above subdivision (subdivision (2));
- 4.) Have **NOT**, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, had any Federal, state, or local transaction terminated for cause or default.

The term "Principal" herein means i.) an officer, director, owner, partner, principal investigator, or other person within the participant (Proposer herein) with management or supervisory responsibilities related to a covered transaction; or ii.) a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposer shall provide immediate written notice to the Galveston County Purchasing Agent at any time prior to award, if the Proposer learns that its certification was erroneous when submitted or that it has become erroneous by reason of changed circumstances. Proposer further agrees that if it is awarded a contract by Galveston County, that it shall immediately provide written notice to the Galveston County Purchasing Agent in the event any of the certifications listed herein become no longer accurate due to changed circumstances. Proposer further agrees that if it is awarded a contract by Galveston County, that it shall include these certification requirements in all contracts between itself and any subcontractors in connection with services performed under this SRL Elevation grant program.

Proposer acknowledges that this Certification is a material representation of fact upon which Galveston County relies when making award. If Proposer is awarded a contract by Galveston County and it is discovered that the facts certified to herein are not true, then Galveston County, in addition to other remedies, may terminate its agreement with Proposer for default.

Proposer represents and warrants that the individual executing this Certification on its behalf has the full power and authority to do so and to legally bind Proposer to the terms herein.

By: _____

Signature

Printed name and title of person signing above for Proposer

Sworn to and Subscribed before me on
this 21 day of NOVEMBER, 2013.

Notary Public in and for the State of Texas

My commission expires: OCT 14, 2017

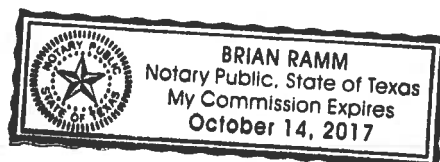


Exhibit C

MITIGATION OFFER/Declination Notice specific to this PROPERTY

**Severe Repetitive Loss (SRL) Pilot Program
Final Mitigation Offer**

Grantee [State/Territory/Tribe]: Texas Water Development Board

Subgrantee: Galveston County

Property Owner(s): KEVIN WAYNE MIELSCH

Property Address: 36 LAZY LN, KEMAH, TX 77565

NFIP Policy Number: RL00048060 **Repetitive Loss Number:** RL00048060

This documents the formal Mitigation Offer of Assistance for the SRL program.

1. A mitigation grant has been awarded to Galveston County TX that includes your SRL property.
2. The SRL program is a voluntary program. Neither the State of Texas nor Galveston County will use their power of eminent domain to acquire your property for open space purposes if you choose not to participate or if negotiations fail.
3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected consistent with the federal Privacy Act and similar State and local laws and ordinances.
4. The estimated amounts in the Consultation Agreement are finalized in the Mitigation Offer below.
5. The Final Mitigation Offer is provided to you for Elevation. Galveston County will complete Section A. for property acquisition or Section B. for mitigation activities other than acquisition.

Section A. Property Acquisition

In order to receive pre-event market value for your property, you sign here to document your eligibility to receive that amount; otherwise, you will receive a Mitigation Offer based on appropriate purchase offer methodology (i.e. current market value, outstanding loans, original purchase price):

~~"I certify that I am a National of the United States or a qualified alien."~~

Elevation – N/A

Signature of SRL Property Owner(s)

Date

Signature of SRL Property Owner(s)

Date

Your Final Mitigation Offer is based on adjusting the valuation of your purchase offer of \$0.00 by applicable additions (e.g. supplemental housing payments) of \$0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of \$0.00. The methodology used to calculate your property value (i.e. pre-event market value, current market value, outstanding loans, original purchase price) was \$0.00.

Final Mitigation Offer: N/A

N/A

Federal / non-Federal Cost Share (75 / 25 or 90 / 10):

Cost borne by property owner: N/A

For any property potentially eligible for ICC under the SRL ICC pilot program, the homeowner will assign to the County the right to file an ICC claim (using the Assignment of Coverage D claim). The County will then file an ICC claim for an amount up to the covered ICC benefits to fulfill that portion of the minimum non-federal match for which the policyholder is responsible. Any ICC claim payment received will be reimbursed directly to the homeowner. This amount, not to exceed \$30,000 is shown above as, "*Cost borne by property owner*".

You are accountable for maintenance and insurance requirements for the property during the mitigation project (i.e., maintaining flood insurance through property transfer).

Your additional responsibilities may include, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County and Texas Water Development Board grant and contract requirements, and other programmatic requirements e.g., timelines for vacating the property and as specified below by Galveston County.

At this time you must sign the attached Statement of Voluntary Participation.

Section B. For Mitigation Activities Other than Acquisition

Your Final Mitigation Offer amount is based on adjusting the cost of the mitigation activity of by applicable additions of \$0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of \$0.00.

Final Mitigation Offer: **\$146,890.00**

Federal / non-Federal Cost Share (75 / 25 or 90 / 10): 90%/10%

Cost borne by property owner: **\$14,689.00** - 10% of Final Mitigation Offer Amount.

You are accountable for maintenance and insurance requirements for the property during and after the mitigation project implementation (i.e., maintaining flood insurance on your property).

Your additional responsibilities may include securing a contractor, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County grant and contract requirements, and other programmatic requirements as specified below by the Galveston County.

Fully Executed Tri-Party Agreement is incorporated here by reference

You must sign the attached Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area for elevation, mitigation reconstruction, or dry floodproofing activities.

6. All holders of recorded interest in the property have been notified of the final mitigation offer.

The holders of recorded interest are:

KEVIN WAYNE MIELSCH

The local government and property owner will initial and date below to document each meeting related to the Mitigation Offer.

KM
Homeowner(s)

BZ
Local Government Official(s)

11/19/13
Date

Homeowner(s)

Local Government Official(s)

Date

Homeowner(s)

Local Government Official(s)

Date

Accepting or Declining the Mitigation Offer

You have 45 days from the date of the Mitigation Offer Letter to accept or decline the mitigation offer of assistance by signing the appropriate section below and returning it to County or County's representative. Failure to respond to the Mitigation Offer within 45 days of the date on this Mitigation Offer constitutes declining the Mitigation Offer.

1. You may request in writing that the Regional Administrator extend your the period of time to consider the mitigation offer beyond 45 days. In your letter you must explain the extenuating circumstances. This request must be submitted before the expiration of the 45 day time period.
2. If you decline the Mitigation Offer made under the SRL program, your property will be subject to an increased flood insurance premium rate. Generally, this increase will occur upon renewal of the insurance policy. You will receive a separate Notice of NFIP Insurance Premium Rate Increase from FEMA.
3. If you decline the Mitigation Offer, you retain the right to appeal the increased flood insurance premium rate only in certain circumstances in accordance with 44 CFR Part 79.7 (d).

This offer of mitigation assistance remains open and available to you, even if you decline and/or appeal the offer, as long as the SRL program exists and funds are available.

Accepting the Mitigation Offer

Final Mitigation Offer: **\$146,890.00**

Mitigation Activity: **Elevation**

I, the property owner, accept this Mitigation Offer

Karen M. Smith

Signature of SRL Property Owner(s) or Authorized Representative(s)

11/19/13
Date

Signature of SRL Property Owner(s) or Authorized Representative(s)

Date

Signature of County Representative

Date

NFIP Policy Number: RL00048060

Repetitive Loss Number: RL00048060

Exhibit D

Subcontracting Guidelines Items When Subcontracting Work Related to Texas Water Development Board Funded Projects

Link to guidelines - http://www.twdb.state.tx.us/about/contract_admin/

STATE AUDITOR CLAUSE

By executing this Elevation Agreement, HOMEOWNER and CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The HOMEOWNER and CONTRACTOR shall comply with and cooperate in any such investigation or audit. The HOMEOWNER and CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The HOMEOWNER and CONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the HOMEOWNER and CONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

FINANCIAL RECORDS

The HOMEOWNER and CONTRACTOR and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TEXAS WATER DEVELOPMENT BOARD (TWDB). Accounting by the HOMEOWNER and CONTRACTOR and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

OWNERSHIP

The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this Elevation Agreement. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Elevation Agreement and developed by the HOMEOWNER and CONTRACTOR or its contracted parties pursuant to this CONTRACT shall become the joint property of the HOMEOWNER and CONTRACTOR and the TWDB. These materials shall not be copyrighted or patented by the HOMEOWNER and CONTRACTOR or by any consultants involved in this Elevation Agreement unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the HOMEOWNER and CONTRACTOR or its SUB-SUBCONTRACTORS will in no way limit the TWDBs access to or right to request and receive or distribute data and information obtained or developed pursuant to this Elevation Agreement. Any material subject to a TWDB copyright and produced by the HOMEOWNER and CONTRACTOR or TWDB pursuant to this Elevation Agreement may be printed by the HOMEOWNER and CONTRACTOR or the TWDB at their own cost and distributed by either at their discretion. The HOMEOWNER and CONTRACTOR may otherwise utilize such material provided under this Elevation Agreement as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

The HOMEOWNER and CONTRACTOR and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this Elevation agreement.

NO DEBT AGAINST THE STATE

This Elevation Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this Elevation Agreement transcends the biennium in which this Elevation Agreement is entered into, this Elevation Agreement is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

LICENSES, PERMIT, AND INSURANCE

The HOMEOWNER and CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the HOMEOWNER and CONTRACTOR to perform the subject work.

The Texas Water Development Board does not reimburse “handling costs” on expenses.

<http://window.state.tx.us/comptrol/texastra.html>.

Date:

Date:

Date:

Date: _____

Exhibit E

FEMA Record of Environmental Consideration Special Conditions required on implementation of Projects:

Executive Order 11988 - Floodplains

The applicant is responsible for coordinating with and obtaining the required permissions from the local floodplain administrator prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

Executive Order 11988 - Floodplains

The applicant is responsible for providing the public with the finding and explanation of any final decision that the floodplain is the only practicable alternative at least 15 days prior to initiating work. This notification should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

Executive Order 11990 - Wetlands

The applicant is responsible for proper identification of wetlands and must ensure that there is no net loss of wetlands. The applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The applicant shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files.

Executive Order 11990 - Wetlands

The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

Endangered Species Act (ESA)

The number of vehicles transiting from the upland areas to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road will be kept to a minimum, and all vehicles must use the same pathway at each location.

Materials and equipment required for the structure elevations will be staged within the confines of the residential lot or in upland areas. Temporary, overnight storage of earth-moving equipment on the beach will not be allowed.

Between March 15 and October 1, educational signs will be developed and displayed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, informing the public about nesting sea turtles and what actions should be taken if these species are observed.

Between March 15 and October 1, no work will continue after dark at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, therefore no artificial lighting will be necessary.

Access to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road must be from previously existing access roads originating in upland areas.

Equipment must be properly maintained so that it is not leaking grease or oil on the beaches.

After an elevation project is completed, beach areas disturbed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road as a result of elevation work must be restored to pre-construction slope or contours and all ruts will be leveled.

An independent, qualified monitor or monitors will be hired by GALVESTON COUNTY to monitor the structure elevations at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road between March 15 and October 1. The monitor will survey the beach adjacent to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road for the presence of threatened and endangered species before work begins each morning, after work concludes for the day, and periodically throughout the day at such times deemed necessary by the independent monitor.

For work taking place at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533

Jamaica Beach Road between March 15 and October 1, work crews will be required to attend a half-day training session to learn how to recognize and avoid impacts to nesting sea turtles and what actions should be taken if these species are observed.

In the event that a Kemps Ridley sea turtle or its nest is encountered on or adjacent to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, construction activities will cease and the U.S. Fish and Wildlife Service (USFWS) will be contacted.

OTHER (enter specifics in comments)

If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Exhibit F

CIQ Form

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received
1 Name of person who has a business relationship with local governmental entity.	<div style="font-size: 1.5em; font-family: cursive;">Expert House Movers</div>	
2 <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. <div style="text-align: center; margin: 10px 0;">_____ Name of Officer</div> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"><input type="checkbox"/> Yes<input checked="" type="checkbox"/> No</div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"><input type="checkbox"/> Yes<input checked="" type="checkbox"/> No</div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"><input type="checkbox"/> Yes<input checked="" type="checkbox"/> No</div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<div style="font-size: 1.5em; font-family: cursive; margin-bottom: 10px;">[Signature]</div> _____ Signature of person doing business with the governmental entity		<div style="font-size: 1.5em; font-family: cursive; margin-bottom: 10px;">11-21-13</div> _____ Date

Exhibit G

Separate contract between Homeowner and Contractor for provision of Non-Elevation work

Exhibit G is not incorporated within AGREEMENT



A STRUCTURAL MOVING TRADITION

CONTRACT

Date: November 19, 2013
To: Kevin and Melissa Mielsch
Project: 36 Lazy Lane
Kemah, TX 77565

Expert House Movers, Inc., (EHM) agrees to furnish all labor and material necessary to complete the following:

Moving garage door, installing window and brickwork around window \$2,500.00

We propose to complete the above for the sum of Two Thousand Five Hundred and NO/100 (\$2,500.00).

Payment due in full upon acceptance of this contract.

Expert House Movers, Inc.

By: _____

11/19/13

Date

ACCEPTANCE

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner:

Kevin Mielsch

11/19/13

Date

Melissa Mielsch

11/19/13

Date

Payment Receipt

Expert House Movers, Inc.

P. O. Box 10

Foristell, MO 63348

Received From:

Kevin and Melissa Mielsch

Kevin and Melissa Mielsch

36 Lazy Lane

Kemah, TX 77565

Date Received 11/19/2013

Payment Method Check

Check/Ref. No.

Payment Amount \$2,500.00

Invoices Paid

Date	Number	Amount Applied
11/19/2013	2013-786	-\$2,500.00

Exhibit H

Blank FEMA NFIP Elevation Certificate and Instructions (2012 Edition), FEMA Form 086-0-33



FEMA

NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

AND

INSTRUCTIONS

2012 EDITION

National Flood Insurance Program ELEVATION CERTIFICATE

Paperwork Reduction Act Notice

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

Privacy Act Statement

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or the applicant may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

Purpose of the Elevation Certificate

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

The Elevation Certificate is required in order to properly rate Post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), located in flood insurance Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. The Elevation Certificate is not required for Pre-FIRM buildings unless the building is being rated under the optional Post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request. A LOMA or LOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 package, whichever is appropriate.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

Additional guidance can be found in FEMA Publication 467-1, Floodplain Management Bulletin: Elevation Certificate, available on FEMA's website at <http://www.fema.gov/library/viewRecord.do?id=1727>.

ELEVATION CERTIFICATE

IMPORTANT: Follow the instructions on pages 1-9.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A - PROPERTY INFORMATION		FOR INSURANCE COMPANY USE
A1. Building Owner's Name		Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.		Company NAIC Number:
City	State	ZIP Code
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.)		
A5. Latitude/Longitude: Lat. _____ Long. _____		Horizontal Datum: <input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.		
A7. Building Diagram Number _____		
A8. For a building with a crawlspace or enclosure(s):		A9. For a building with an attached garage:
a) Square footage of crawlspace or enclosure(s) _____ sq ft		a) Square footage of attached garage _____ sq ft
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____		b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____
c) Total net area of flood openings in A8.b _____ sq in		c) Total net area of flood openings in A9.b _____ sq in
d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No		d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number		B2. County Name		B3. State	
B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Designation Date: ____ / ____ / ____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)	
C1. Building elevations are based on: <input type="checkbox"/> Construction Drawings* <input type="checkbox"/> Building Under Construction* <input type="checkbox"/> Finished Construction *A new Elevation Certificate will be required when construction of the building is complete.	
C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters. Benchmark Utilized: _____ Vertical Datum: _____ Indicate elevation datum used for the elevations in items a) through h) below. <input type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____ Datum used for building elevations must be the same as that used for the BFE.	
Check the measurement used.	
a) Top of bottom floor (including basement, crawlspace, or enclosure floor) _____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
b) Top of the next higher floor _____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
c) Bottom of the lowest horizontal structural member (V Zones only) _____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
d) Attached garage (top of slab) _____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments) _____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
f) Lowest adjacent (finished) grade next to building (LAG) _____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
g) Highest adjacent (finished) grade next to building (HAG) _____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support _____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION			
This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.			
<input type="checkbox"/> Check here if comments are provided on back of form.		Were latitude and longitude in Section A provided by a licensed land surveyor? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Check here if attachments.			
Certifier's Name		License Number	
Title	Company Name		
Address	City	State	ZIP Code
Signature	Date	Telephone	

PLACE
SEAL
HERE

ELEVATION CERTIFICATE, page 2

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments

Signature

Date

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions),

the next higher floor (elevation C2.b in the diagrams) of the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.E3. Attached garage (top of slab) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.E4. Top of platform of machinery and/or equipment servicing the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.**SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION**

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address

City

State

ZIP Code

Signature

Date

Telephone

Comments

☐ Check here if attachments.**SECTION G – COMMUNITY INFORMATION (OPTIONAL)**

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued
-------------------	------------------------	---

G7. This permit has been issued for: ☐ New Construction ☐ Substantial ImprovementG8. Elevation of as-built lowest floor (including basement) of the building: _____ . _____ ☐ feet ☐ meters Datum _____G9. BFE or (in Zone AO) depth of flooding at the building site: _____ . _____ ☐ feet ☐ meters Datum _____G10. Community's design flood elevation: _____ . _____ ☐ feet ☐ meters Datum _____

Local Official's Name

Title

Community Name

Telephone

Signature

Date

Comments

☐ Check here if attachments.

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:
<p>If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.</p>			

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Instructions for Completing the Elevation Certificate

OMB No. 1660-0008
Expiration Date: July 31, 2015

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information when elevation information is required for Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. Community officials who are authorized by law or ordinance to provide floodplain management information may also complete this form. For Zones AO and A (without BFE), a community official, a property owner, or an owner's representative may provide information on this certificate, unless the elevations are intended for use in supporting a request for a LOMA or LOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA or LOMR-F.

The property owner, the owner's representative, or local official who is authorized by law to administer the community floodplain ordinance can complete Section A and Section B. The partially completed form can then be given to the land surveyor, engineer, or architect to complete Section C. The land surveyor, engineer, or architect should verify the information provided by the property owner or owner's representative to ensure that this certificate is complete.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

SECTION A – PROPERTY INFORMATION

Items A1–A4. This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address, and the lot and block numbers. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home.

A map may be attached to this certificate to show the location of the building on the property. A tax map, FIRM, or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non-residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of the appropriate section if needed, or attach additional comments.

Item A5. Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.5043°, -110.7585°) or degrees, minutes, seconds (e.g., 39° 30' 15.5", -110° 45' 30.7") format. If decimal degrees are used, provide coordinates to at least 4 decimal places or better. When using degrees, minutes, seconds, provide seconds to at least 1 decimal place or better. The latitude and longitude coordinates must be accurate within 66 feet. When the latitude and longitude are provided by a surveyor, check the "Yes" box in Section D and indicate the method used to determine the latitude and longitude in the Comments area of Section D. If the Elevation Certificate is being certified by other than a licensed surveyor, engineer, or architect, this information is not required. Provide the type of datum used to obtain the latitude and longitude. FEMA prefers the use of NAD 1983.

Item A6. If the Elevation Certificate is being used to obtain flood insurance through the NFIP, the certifier must provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

Item A7. Select the diagram on pages 7–9 that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C2.a–h. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified.

Item A8.a Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6–9 on pages 8–9. Diagram 2, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides.

Items A8.b–d Enter in Item A8.b the number of permanent flood openings in the crawlspace or enclosure(s) that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. Estimate the total net area of all such permanent flood openings in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A8.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A8.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the crawlspace or enclosure(s) have no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter “0” (zero) in Items A8.b–c.

Item A9.a Provide the square footage of the attached garage with or without permanent flood openings. Take the measurement from the outside of the garage.

Items A9.b–d Enter in Item A9.b the number of permanent flood openings in the attached garage that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. Estimate the total net area of all such permanent flood openings in square inches and enter the total in Item A9.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A9.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the garage has no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter “0” (zero) in Items A9.b–c.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Complete the Elevation Certificate on the basis of the FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIRM panel that includes the building’s location. Information about the current FIRM is available from the Federal Emergency Management Agency (FEMA) by calling 1-800-358-9616. If a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

For a building in an area that has been annexed by one community but is shown on another community’s FIRM, enter the community name and 6-digit number of the annexing community in Item B1, the name of the county or new county, if necessary, in Item B2, and the FIRM index date for the annexing community in Item B6. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction, in Items B4, B5, B7, B8, and B9.

If the map in effect at the time of the building’s construction was other than the current FIRM, and you have the past map information pertaining to the building, provide the information in the Comments area of Section D.

Item B1. NFIP Community Name & Community Number. Enter the complete name of the community in which the building is located and the associated 6-digit community number. For a newly incorporated community, use the name and 6-digit number of the new community. Under the NFIP, a “community” is any State or area or political subdivision thereof, or any Indian tribe or authorized native organization, that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP Community Status Book, available on FEMA’s web site at <http://www.fema.gov/fema/csb.shm>, or call 1-800-358-9616.

Item B2. County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter “unincorporated area.” For an independent city, enter “independent city.”

Item B3. State. Enter the 2-letter state abbreviation (for example, VA, TX, CA).

Items B4–B5. Map/Panel Number and Suffix. Enter the 10-character “Map Number” or “Community Panel Number” shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the “Map Number” is the letter “C” followed by a 4-digit map number. For maps not in a county-wide format, enter the “Community Panel Number” shown on the FIRM.

Item B6. FIRM Index Date. Enter the effective date or the map revised date shown on the FIRM Index.

Item B7. FIRM Panel Effective/Revised Date. Enter the map effective date or the map revised date shown on the FIRM panel. This will be the latest of all dates shown on the map. The current FIRM panel effective date can be determined by calling 1-800-358-9616.

Item B8. Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter "A" or "V" are considered Special Flood Hazard Areas. The flood zones are A, AE, A1–A30, V, VE, V1–V30, AH, AO, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

Item B9. Base Flood Elevation(s). Using the appropriate Flood Insurance Study (FIS) Profile, Floodway Data Table, or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site. If the building is located in more than 1 flood zone in Item B8, list all appropriate BFEs in Item B9. BFEs are shown on a FIRM or FIS Profile for Zones A1–A30, AE, AH, V1–V30, VE, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO; flood depth numbers are shown for Zone AO. Use the AR BFE if the building is located in any of Zones AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. In A or V zones where BFEs are not provided on the FIRM, BFEs may be available from another source. For example, the community may have established BFEs or obtained BFE data from other sources for the building site. For subdivisions and other developments of more than 50 lots or 5 acres, establishment of BFEs is required by the community's floodplain management ordinance. If a BFE is obtained from another source, enter the BFE in Item B9. In an A Zone where BFEs are not available, complete Section E and enter N/A for Section B, Item B9. Enter the BFE to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Item B10. Indicate the source of the BFE that you entered in Item B9. If the BFE is from a source other than FIS Profile, FIRM, or community, describe the source of the BFE.

Item B11. Indicate the elevation datum to which the elevations on the applicable FIRM are referenced as shown on the map legend. The vertical datum is shown in the Map Legend and/or the Notes to Users on the FIRM.

Item B12. Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). (OPAs are portions of coastal barriers that are owned by Federal, State, or local governments or by certain non-profit organizations and used primarily for natural resources protection.) Federal flood insurance is prohibited in designated CBRS areas or OPAs for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS or OPA designation. For the first CBRS designations, that date is October 1, 1983. Information about CBRS areas and OPAs may be obtained on the FEMA web site at <http://www.fema.gov/business/nfip/cbrs/cbrs.shtm>.

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

Complete Section C if the building is located in any of Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO, or if this certificate is being used to support a request for a LOMA or LOMR-F. If the building is located in Zone AO or Zone A (without BFE), complete Section E instead. To ensure that all required elevations are obtained, it may be necessary to enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or machinery and equipment).

Surveyors may not be able to gain access to some crawlspaces to shoot the elevation of the crawlspace floor. If access to the crawlspace is limited or cannot be gained, follow one of these procedures.

- Use a yardstick or tape measure to measure the height from the floor of the crawlspace to the "next higher floor," and then subtract the crawlspace height from the elevation of the "next higher floor." If there is no access to the crawlspace, use the exterior grade next to the structure to measure the height of the crawlspace to the "next higher floor."
- Contact the local floodplain administrator of the community in which the building is located. The community may have documentation of the elevation of the crawlspace floor as part of the permit issued for the building.
- If the property owner has documentation or knows the height of the crawlspace floor to the next higher floor, try to verify this by looking inside the crawlspace through any openings or vents.

In all 3 cases, provide the elevation in the Comments area of Section D on the back of the form and a brief description of how the elevation was obtained.

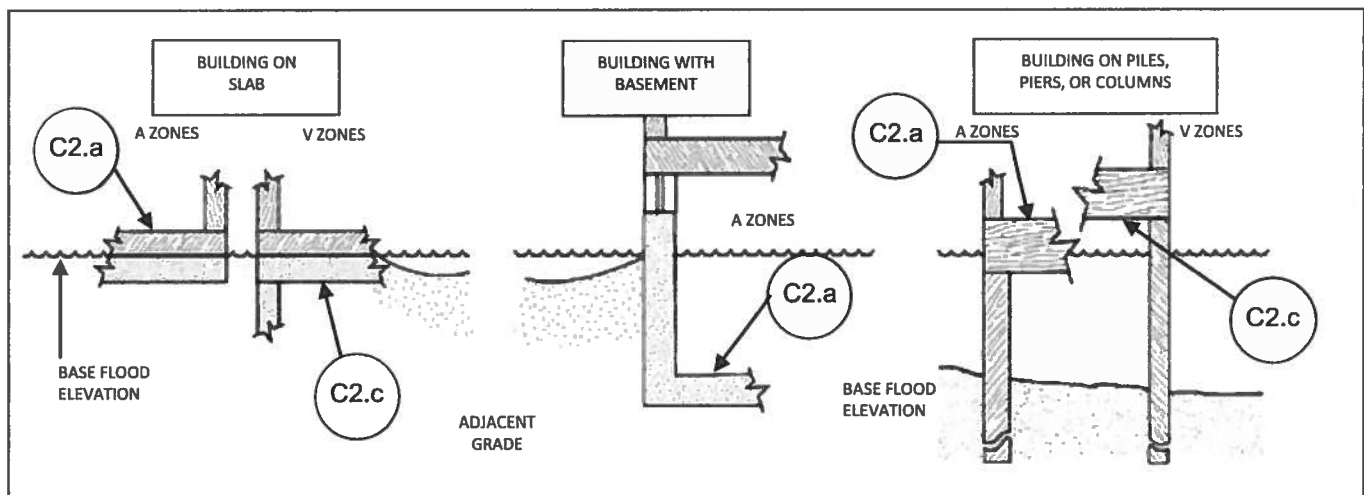
Item C1. Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first 2 choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those elevations that can be surveyed in Items C2.a–h. Use the Comments area of Section D to provide elevations obtained from the construction plans or drawings. Select “Finished Construction” only when all machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

Item C2. A field survey is required for Items C2.a–h. Most control networks will assign a unique identifier for each benchmark. For example, the National Geodetic Survey uses the Permanent Identifier (PID). For the benchmark utilized, provide the PID or other unique identifier assigned by the maintainer of the benchmark. For GPS survey, indicate the benchmark used for the base station, the Continuously Operating Reference Stations (CORS) sites used for an On-line Positioning User Service (OPUS) solution (also attach the OPUS report), or the name of the Real Time Network used.

Also provide the vertical datum for the benchmark elevation. All elevations for the certificate, including the elevations for Items C2.a–h, must use the same datum on which the BFE is based. Show the conversion from the field survey datum used if it differs from the datum used for the BFE entered in Item B9 and indicate the conversion software used. Show the datum conversion, if applicable, in the Comments area of Section D.

For property experiencing ground subsidence, the most recent reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted. Enter elevations in Items C2.a–h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Items C2.a–d Enter the building elevations (excluding the attached garage) indicated by the selected building diagram (Item A7) in Items C2.a–c. If there is an attached garage, enter the elevation for top of attached garage slab in Item C2.d. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If the building is located in a V zone on the FIRM, complete Item C2.c. If the flood zone cannot be determined, enter elevations for all of Items C2.a–h. For buildings in A zones, elevations a, b, d, and e should be measured at the top of the floor. For buildings in V zones, elevation c must be measured at the bottom of the lowest horizontal structural member of the floor (see drawing below). For buildings



elevated on a crawlspace, Diagrams 8 and 9, enter the elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents). If any item does not apply to the building, enter “N/A” for not applicable.

Item C2.e Enter the lowest platform elevation of at least 1 of the following machinery and equipment items: elevators and their associated equipment, furnaces, hot water heaters, heat pumps, and air conditioners in an attached garage or enclosure or on an open utility platform that provides utility services for the building. Note that elevations for these specific machinery and equipment items are required in order to rate the building for flood insurance. Local floodplain management officials are required to ensure that all machinery and equipment servicing the building are protected from flooding. Thus, local officials may require that elevation information for all machinery and equipment, including ductwork, be documented on the Elevation Certificate. If the machinery and/or equipment is mounted to a wall, pile, etc., enter the platform elevation of the machinery and/

or equipment. Indicate machinery/equipment type and its general location, e.g., on floor inside garage or on platform affixed to exterior wall, in the Comments area of Section D or Section G, as appropriate. If this item does not apply to the building, enter "N/A" for not applicable.

Items C2.f–g Enter the elevation of the ground, sidewalk, or patio slab immediately next to the building. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

Item C2.h Enter the lowest grade elevation at the deck support or stairs. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

Complete as indicated. This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by law to certify elevation information. Place your license number, your seal (as allowed by the State licensing board), your signature, and the date in the box in Section D. You are certifying that the information on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D, on the back of the certificate, to provide datum, elevation, openings, or other relevant information not specified on the front.

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

Complete Section E if the building is located in Zone AO or Zone A (without BFE). Otherwise, complete Section C instead. Explain in the Section F Comments area if the measurement provided under Items E1–E4 is based on the "natural grade."

Items E1.a and b Enter in Item E1.a the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG). Enter in Item E1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the lowest adjacent grade (LAG). For buildings in Zone AO, the community's floodplain management ordinance requires the lowest floor of the building be elevated above the highest adjacent grade at least as high as the depth number on the FIRM. Buildings in Zone A (without BFE) may qualify for a lower insurance rate if an engineered BFE is developed at the site.

Item E2. For Building Diagrams 6–9 with permanent flood openings (see pages 8–9), enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the next higher floor or elevated floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG).

Item E3. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, for the top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If this item does not apply to the building, enter "N/A" for not applicable.

Item E4. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, of the platform elevation that supports the machinery and/or equipment servicing the building. Indicate machinery/equipment type in the Comments area of Section F. If this item does not apply to the building, enter "N/A" for not applicable.

Item E5. For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community's floodplain management ordinance.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

Complete as indicated. This section is provided for certification of measurements taken by a property owner or property owner's representative when responding to Sections A, B, and E. The address entered in this section must be the actual mailing address of the property owner or property owner's representative who provided the information on the certificate.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

Complete as indicated. The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Section C may be filled in by the local official as provided in the instructions below for Item G1. If the authorized community official completes Sections C, E, or G, complete the appropriate item(s) and sign this section.

Check **Item G1** if Section C is completed with elevation data from other documentation, including elevations obtained from the Community Rating System Elevation Software, that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by law to certify elevation information, and you performed the actual survey for a building in Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/A1–A30, AR/AE, AR/AH, or AR/AO, you must also complete Section D.

Check **Item G2** if information is entered in Section E by the community for a building in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

Check **Item G3** if the information in Items G4–G10 has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G4–G10 provide a way to document these determinations.

Item G4. Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

Item G5. Date Permit Issued. Enter the date the permit was issued for the building.

Item G6. Date Certificate of Compliance/Occupancy Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

Item G7. New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement. The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

Item G8. As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

Item G9. BFE. Using the appropriate FIRM panel, FIS Profile, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

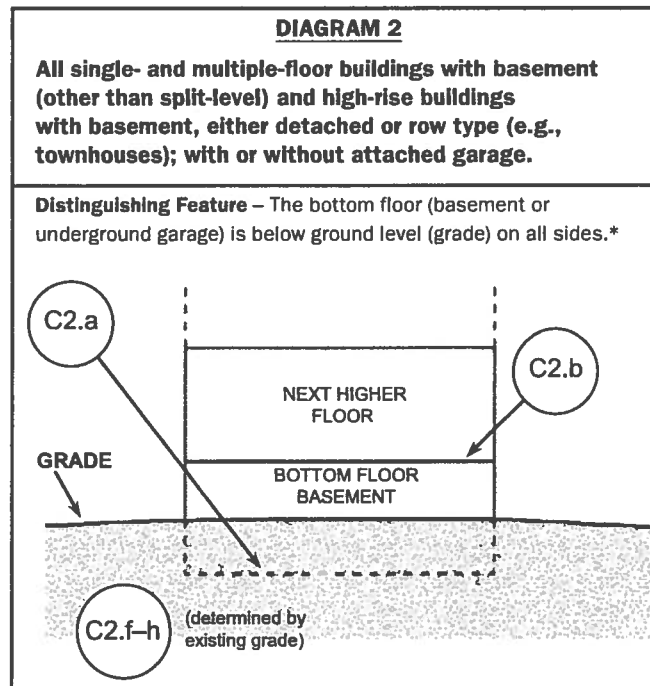
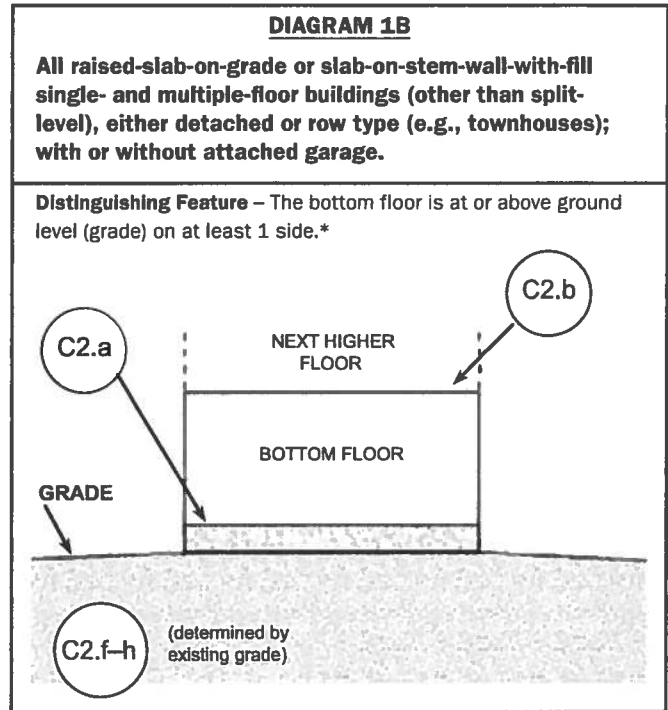
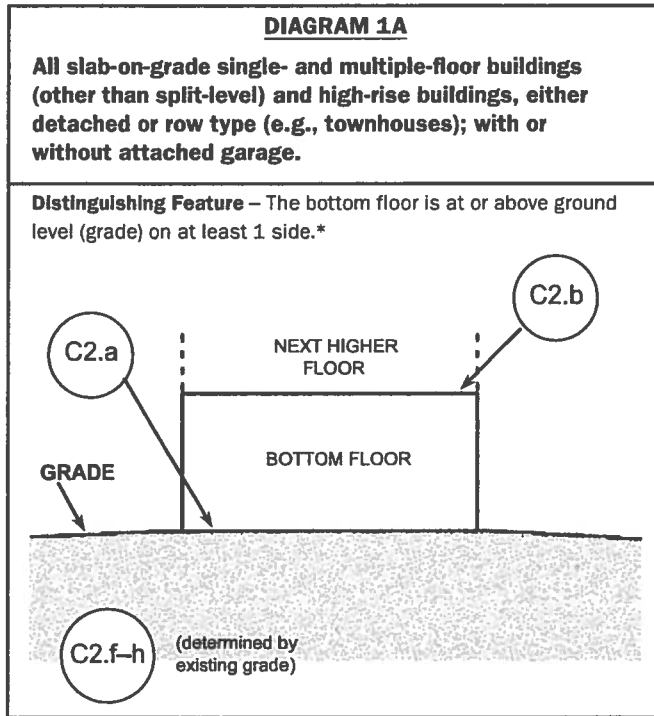
Item G10. Community's design flood elevation. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor to be elevated. Indicate the elevation datum used.

Enter your name, title, and telephone number, and the name of the community. Sign and enter the date in the appropriate blanks.

Building Diagrams

The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood openings in square inches in Items A8.a–c, the square footage of attached garage and the area of flood openings in square inches in Items A9.a–c, and the elevations in Items C2.a–h.

In A zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, the floor elevation is taken at the bottom of the lowest horizontal structural member (see drawing in instructions for Section C).

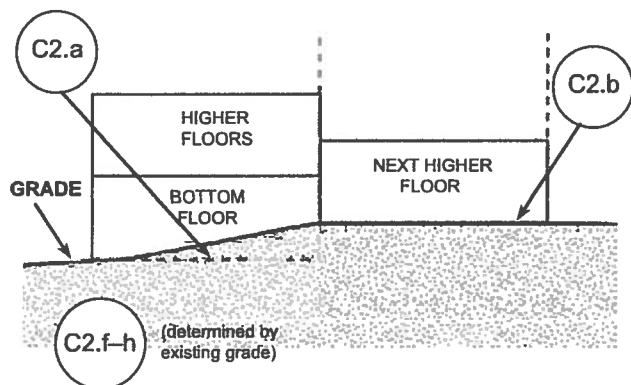


* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

DIAGRAM 3

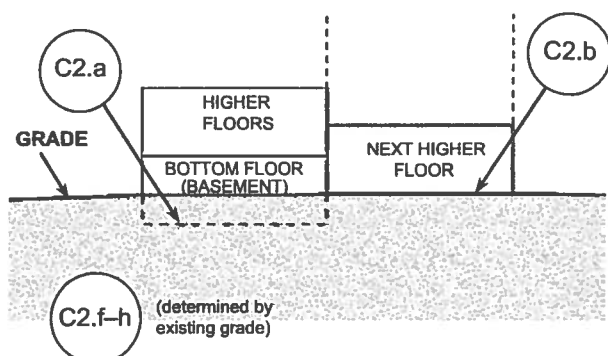
All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (excluding garage) is at or above ground level (grade) on at least 1 side.*

**DIAGRAM 4**

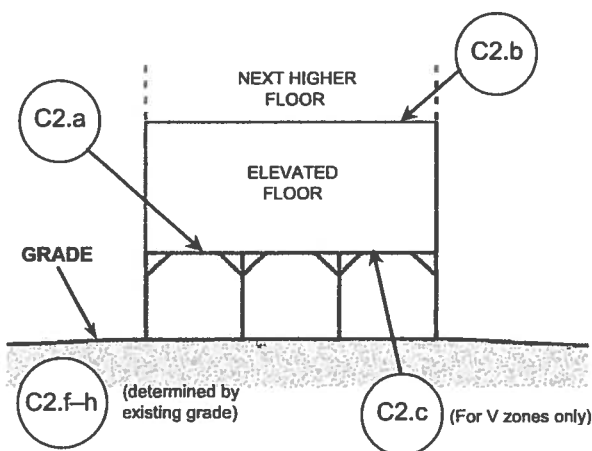
All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*

**DIAGRAM 5**

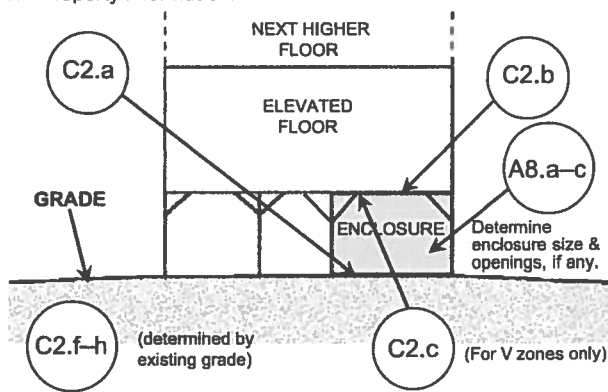
All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).

**DIAGRAM 6**

All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



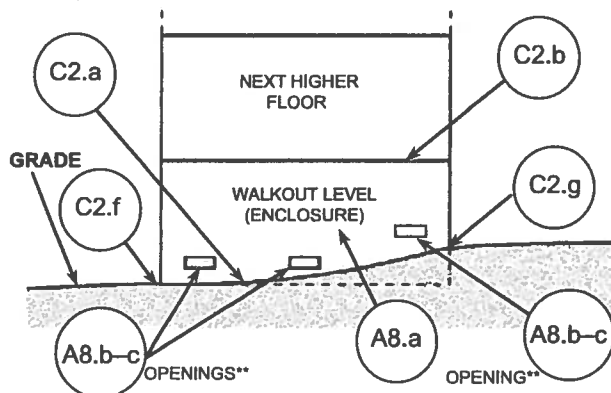
* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

DIAGRAM 7

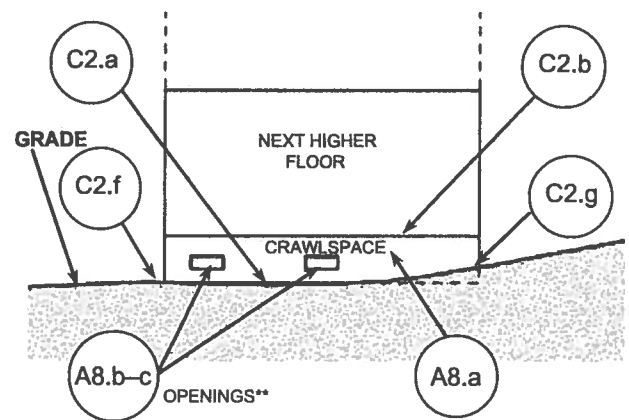
All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least 1 side is at or above grade. The principal use of this building is located in the elevated floors of the building.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.

**DIAGRAM 8**

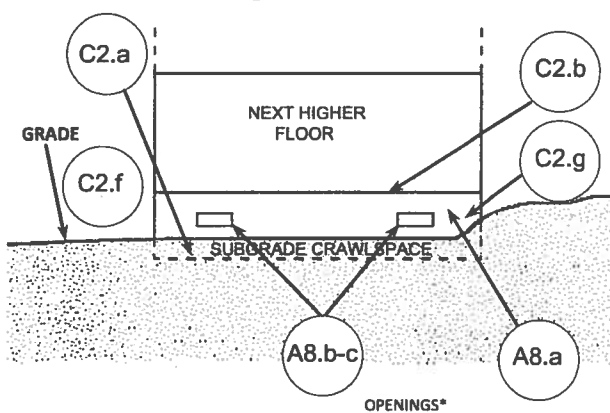
All buildings elevated on a crawlspace with the floor of the crawlspace at or above grade on at least 1 side, with or without an attached garage.

Distinguishing Feature – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings** present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A – Property Information.

**DIAGRAM 9**

All buildings (other than split-level) elevated on a sub-grade crawlspace, with or without attached garage.

Distinguishing Feature – The bottom (crawlspace) floor is below ground level (grade) on all sides.* (If the distance from the crawlspace floor to the top of the next higher floor is more than 5 feet, or the crawlspace floor is more than 2 feet below the grade [LAG] on all sides, use Diagram 2.)



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

AGENDA ITEM #24.a.2.

TRI-PARTY ELEVATION AGREEMENT

TEXAS WATER DEVELOPMENT BOARD

Galveston County Severe Repetitive Loss Elevation Program
Awarding Federal Agency: Federal Emergency Management Agency
Contract Number: TWDB 1200011417

INTRODUCTION/PARTIES

This Tri-Party Elevation Agreement (AGREEMENT) is made by, between, and among the County of Galveston (COUNTY), Paul F Thompson (HOMEOWNER), and EHM (CONTRACTOR), each of whom is a PARTY hereto and who are collectively referred to herein as the PARTIES, and is effective upon the full execution of this AGREEMENT with the date of the last PARTY executing hereto.

In exchange for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree as follows:

ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

CONTRACTOR will perform professional services associated with turnkey elevation services for the IMPROVEMENTS to be elevated located at 300 COURTLANDT PLACE, FRIENDSWOOD, TX 77546 as described in CONTRACTOR'S completed work write-up and project cost sheet attached hereto as PLANS AND SPECIFICATIONS (Exhibit A). It is understood and agreed that the time for performance of the Scope of Services under this AGREEMENT shall begin with CONTRACTOR'S receipt of the NOTICE TO PROCEED. A NOTICE TO PROCEED shall not be issued until after a Purchase Order has been issued by the COUNTY Purchasing Agent. The professional services shall be provided subject to the terms and conditions herein. CONTRACTOR shall not commence any work under this AGREEMENT until all applicable certificates of insurance and performance/payment bonds have been approved by the COUNTY, a Purchase Order has been issued, and a NOTICE TO PROCEED has been issued by the COUNTY.

ARTICLE II. ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY hereto to serve as that PARTY'S contact for purposes of administering this AGREEMENT and the following lists the contact information for each respective PARTY'S designee:

GALVESTON COUNTY:

Name: Cindy Pagan, Grants Coordinator
722 Moody (aka 21st Street), 3rd Floor
Galveston, Texas 77550
Telephone: 409 770 5355
Email: cynthia.pagan@co.galveston.tx.us

CONTRACTOR:

Name of Company: EHM
Name of Designated contact person: John Matyiko
Address: 122 Dickenson Ave, Dickenson, TX 77539

Telephone: 409-795-7800
Email: john@experthousemovers.com

HOMEOWNER:

Name of HOMEOWNER(S) (list all persons and/or entities listed as current Grantee(s) within real property records on file in the Galveston County Clerk's Office for the PROPERTY);

Title to PROPERTY is in: Paul F Thompson

HOMEOWNER'S contact: Paul F Thompson*
Address of Homeowner: 300 COURTLANDT PL
FRIENDSWOOD, TX 77546
Telephone: 281-482-3523
Email: paulfthompson@sbcglobal

*Only those person(s) listed within the real property records on file in the Office of the Galveston County Clerk as a current Grantee of the PROPERTY may serve as the HOMEOWNER'S designated contact(s) under this AGREEMENT. If HOMEOWNER wishes to designate any other person, the HOMEOWNER must provide a certified copy of a Power of Attorney covering such a transaction to the COUNTY, or provide a certified copy of letters of appointment as Guardian of the Estate covering the person listed as Grantee of the PROPERTY. Such certified documents must be on file with the COUNTY prior to execution of this AGREEMENT.

ARTICLE III. ACRONYMS AND DEFINITIONS

A. Acronyms. The following acronyms have the meanings ascribed herein for purposes of this AGREEMENT:

1. **ADA** means the Americans with Disabilities Act and implementing regulations.
2. **CIQ Form** means the Conflict of Interest Questionnaire, required under Chapter 176 of the Texas Local Government Code, attached hereto as Exhibit F.
3. **FEMA** means the United States Department of Homeland Security Federal Emergency Management Agency.
4. **GSA** means the United States General Services Administration.
5. **HMA Unified Guidance** means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010 by FEMA and which provides Federal guideline requirements in the SRL Program.
6. **ICC** means "Increased Cost of Compliance" and herein refers to that coverage under the National Flood Insurance Program under which the non-Federal share of costs may be claimable.
7. **NFIA** means the National Flood Insurance Act of 1968, as amended.
8. **NFIP** means the National Flood Insurance Program.
9. **SRL** means severe repetitive loss, and refers to the severe repetitive loss program with repetitive loss strategy authorized under the NFIA with the goal of reducing flood damages to residential properties that have experienced severe repetitive losses under flood insurance coverage.
10. **SRL Program** means the FEMA SRL Grant administered pursuant to Contract No. TWDB 1200011417 by and between the County of Galveston, Texas and the Texas Water Development Board.
11. **TWDB** means the Texas Water Development Board, that agency of the State of Texas administering the SRL Program.
12. **TWIA** means the Texas Windstorm Insurance Association that pool of property and casualty insurance companies authorized to write coverage in Texas in accordance with State law.

B. Definitions. The following terms shall have the meanings ascribed herein for purposes of this AGREEMENT. Defined terms are also indicated by the use of parenthetical.

1. **AGREEMENT** means this Tri-Party Elevation Agreement and all Exhibits attached hereto that are incorporated herein, which are the following Exhibits:
 - a. Exhibit A: CONTRACTOR's Completed Work Write-Up/Project Cost sheet (PLANS AND SPECIFICATIONS)
 - b. Exhibit B: CONTRACTOR's Bid Certification
 - c. Exhibit C: MITIGATION OFFER/ Declination Notice
 - d. Exhibit D: TWDB specific clauses
 - e. Exhibit E: FEMA Record of Environmental Consideration
 - f. Exhibit F: CIQ Form
 - g. Exhibit H: Blank FEMA Elevation Certificate and Instructions (2012 Edition) (FEMA Form 086-0-33)

A copy of the separate contract between the HOMEOWNER and the CONTRACTOR for non-elevation construction and associated services and costs, if such non-elevation construction is being performed, is attached hereto as Exhibit G. Exhibit G is **not** incorporated herein and is attached hereto solely for documentation purposes.

2. **BOND** means a payment bond and performance bond each in an amount equal to the ELEVATION CONTRACT AMOUNT issued by a solvent company authorized to do business in the State of Texas, which is compliant with all legal requirements, as security for the faithful payment of all CONTRACTOR'S obligations under this AGREEMENT.
3. **COMMENCEMENT DATE** means the date that is represented on the Notice to Proceed and is delivered from COUNTY to CONTRACTOR.
4. **COMPLETION DATE** means the one hundredth (100th) calendar day following the COMMENCEMENT DATE.

5. **CONTRACTOR** means the contractor responsible for completing the home elevation under this Agreement and is identified in the Introduction and Article II: Administrative Contacts of this Agreement.
6. **COUNTY** means the County of Galveston, Texas, a political subdivision of the State of Texas, which is administering this Galveston County SRL Elevation Program through its Grants Administrator.
7. **ELEVATION CONTRACT AMOUNT** means the total amount CONTRACTOR is charging to elevate IMPROVEMENTS at the PROPERTY as identified in PLANS AND SPECIFICATIONS (Exhibit A) as ELEVATION COSTS. ELEVATION CONTRACT AMOUNT does not include NON-ELEVATION COSTS.
8. **ELEVATION COSTS** means the miscellaneous costs itemized in PLANS AND SPECIFICATIONS (Exhibit A) as elevation costs. ELEVATION COSTS are those costs arising from certain structure elevation activities and their associated costs which are eligible costs under the SRL Program in accordance with the HMA Unified Guidance.
9. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established pursuant to (1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (2) notification of violating facilities pursuant to Executive Order 11738; (3) protection of wetlands pursuant to Executive Order 11990; (4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 *et seq*; (5) the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et. seq*; (6) Environmental Protection Agency regulations, 40 CFR Part 50, as amended; (7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
10. **FINAL COMPLETION** means when the IMPROVEMENTS are fit for their intended use in accordance with the PLANS AND SPECIFICATIONS (Exhibit A), and all of the following have been executed and delivered to the County:
 - a. Certificate of occupancy for the home from applicable governmental authorities, local jurisdiction(s), and/or third-party with certification authority;
 - b. A final inspection report from the CONTRACTOR signed by an approved inspector showing that 100% of the construction covered by this AGREEMENT has been completed in accordance with this AGREEMENT including but not limited to:
 - i. verified work completed in compliance with terms of grant;
 - ii. verified Design Engineer compliance;
 - iii. verified ADA compliance (if required);
 - iv. submit copy of new survey (if required);
 - v. submit copy of new elevation certificate (FEMA Form 086-0-33; see Exhibit H); and
 - vi. confirmation of recorded deed restrictions on file in real property records within the Office of the Galveston County Clerk.
 - c. Proof that all utilities for the home have been installed and are operable;
 - d. Lien Waiver Affidavits executed by Contractor, and by every subcontractor and supplier who has performed work on, or furnished materials for, the IMPROVEMENTS (liquidated damages do not apply to this form);
 - e. Final Bills Paid Affidavit (liquidated damages do not apply to this form);
 - f. Complete list of any contractors or subcontractors who have performed work on or furnished materials for the IMPROVEMENTS identified in PLANS AND SPECIFICATIONS (Exhibit A); and
 - g. Any other requirement(s) specified herein.
11. **HOMEOWNER** means the eligible applicant(s) and recipient of SRL Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.
12. **IMPROVEMENTS** means that single-family residence and related improvements eligible for elevation under the SRL Program and to be elevated at the PROPERTY, as set forth in the Work Order and in accordance with the corresponding PLANS AND SPECIFICATIONS (Exhibit A) approved by the COUNTY. The elevation of that single-family residence may consist of the following:
 - a. Slab elevation;
 - b. Slab separation and elevation;
 - c. Pier and beam elevation;
 - d. Piling and beam elevation; and/or
 - e. other as specified in PLANS AND SPECIFICATIONS (Exhibit A)

13. **LOCAL SHARE AMOUNT** means the funding received from the HOMEOWNER to cover the SRL Grant required 10% Local Match. This Local Match comes from Homeowner out-of-pocket cash funds and is due and owing at the time of signing this AGREEMENT, and may be reimbursed to HOMEOWNER through ICC funds when applicable. ICC coverage may reimburse a portion of the required non-Federal cost share for which the HOMEOWNER is responsible, up to 10% of eligible costs associated with elevating a structure. Finally, eligible TEMPORARY HOUSING is on a reimbursement basis (90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER
14. **MITIGATION OFFER** means the amount equal to the "Total Budgeted PROJECT HARD COSTS minus NON-ELEVATION COSTS" as described in PLANS AND SPECIFICATIONS (Exhibit A), in accordance with each and every term and condition of this AGREEMENT. The price for specific items of work is stated in PLANS AND SPECIFICATIONS (Exhibit A).
15. **NON-ELEVATION COSTS** is defined as the miscellaneous costs itemized in PLANS AND SPECIFICATIONS (Exhibit A), as "NON-ELEVATION COSTS", if any. NON-ELEVATION COSTS include those costs arising from certain structure elevation activities and their associated costs which are ineligible costs under the SRL Program. Such costs are *not eligible* for reimbursement with grant funds, and are payable to the CONTRACTOR directly from HOMEOWNER. Non-elevation construction and its ensuing NON-ELEVATION COSTS are pursuant to a separate contract solely between HOMEOWNER and CONTRACTOR, a copy of which is attached hereto as Exhibit G.
16. **PLANS AND SPECIFICATIONS** means the final working drawings and specifications for the elevation, repair or installation of the IMPROVEMENTS at the PROPERTY, as provided to the COUNTY by CONTRACTOR in PLANS AND SPECIFICATIONS and attached to this AGREEMENT as Exhibit A. PLANS AND SPECIFICATIONS must provide sufficient detail to enable COUNTY to determine that costs are reasonable. For example, PLANS AND SPECIFICATIONS must include detailed description of the elevation work to be provided and the accompanying line item cost for each component of elevation work to be provided. PLANS AND SPECIFICATIONS must also identify the base flood elevation for the IMPROVEMENTS and the elevation that the IMPROVEMENTS shall be elevated. For example, stating only that a home is to be elevated "X" number of feet is insufficient; rather, the PLANS AND SPECIFICATIONS must also identify the resulting elevation of the IMPROVEMENTS.
17. **PRIMARY RESIDENCE** means that dwelling that HOMEOWNER has actually lived in for eighty-percent (80%) of the prior consecutive 365 days or eighty-percent (80%) of the period of ownership in those circumstances where the period of ownership is less than 365 days. Evidence of PRIMARY RESIDENCE may be established by providing copies of current driver license, homestead exemption, and like documents.
18. **PROGRAM** means the Galveston County Severe Repetitive Loss Elevation Program wherein County and the TWDB have entered into contract number 1200011417 for the administration of this grant program.
19. **PROJECT HARD COSTS** means the total cost of the project including ELEVATION CONTRACT AMOUNT and NON-ELEVATION COSTS as identified in PLANS AND SPECIFICATIONS (Exhibit A) and TEMPORARY HOUSING. NON-ELEVATION COSTS are governed by a separate contract between HOMEOWNER and CONTRACTOR; the COUNTY is not a party to that separate contract. This AGREEMENT includes references to non-elevation work to be provided and its attendant NON-ELEVATION COSTS to record such construction for grant purposes since such construction is occurring at the WORKSITE. Notwithstanding anything to the contrary, all PARTIES acknowledge and agree that the provision of non-elevation construction and associated services and the subsequent NON-ELEVATION COSTS is *not* pursuant to this Agreement. Finally, PROJECT HARD COSTS shall also include the Preparation and Presentation of Mitigation Offer cost, Project Management cost, and ICC claim processing cost if applicable.
20. **PROPERTY** means that certain parcel of real property that is the site of the home to be elevated, and includes the real property, the home, and other improvements on the real property parcel.
21. **RFQ** means, as applicable, the Request for Qualifications B121014 or the Request for Qualifications B131024, issued by the County of Galveston.
22. **TEMPORARY HOUSING** means a place to live for a limited period of time and for purposes of this AGREEMENT further means the lodging costs incurred by HOMEOWNER during the period of time that HOMEOWNER is displaced from their home due to eligible elevation construction to such home. TEMPORARY HOUSING eligible for reimbursement to HOMEOWNER does not include food and does not include transportation costs. Rather, TEMPORARY HOUSING eligible for reimbursement includes solely reasonable incurred lodging costs. Such reasonable incurred lodging costs, as evidenced by copies of receipts and proof of payment to be provided by HOMEOWNER to COUNTY, are eligible for 90% reimbursement to HOMEOWNER from this SRL Program provided that the PROPERTY is HOMEOWNER'S PRIMARY RESIDENCE and provided that such incurred costs

HOUSING is on a reimbursement basis (90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within. Requirements for reimbursement of eligible TEMPORARY HOUSING costs is further detailed in Article V, Section C of this AGREEMENT.

23. **WORK ORDER** is also referenced as Work Write Up/Project Cost sheet as defined in and is attached hereto as PLANS AND SPECIFICATIONS (Exhibit A).
24. **WORKSITE** means the site within the PROPERTY where the elevation construction is occurring and any surrounding area within the PROPERTY necessary for CONTRACTOR'S ingress to, egress from, and performance of the elevation construction.

ARTICLE IV. ELEVATION OF IMPROVEMENTS - FINANCIAL SUMMARY AND DRAW SCHEDULE

A. Financial Summary:

1. PROJECT HARD COSTS components:

a. Preparation and Presentation of MITIGATION OFFER	\$3,500.00
b. Project Management	\$3,500.00
c. ELEVATION CONTRACT AMOUNT	\$274,800.00
d. NON-ELEVATION COSTS**	\$3,875.00
e. TEMPORARY HOUSING, if applicable***	\$2,548.00
f. ICC Claim Processing Fee****	<u>\$TBD</u>
Total Budgeted PROJECT HARD COSTS:	\$288,223.00
2. PROJECT HARD COSTS:
 - a. Total Due from HOMEOWNER:

10% of Preparation and Presentation of MITIGATION OFFER*	\$350.00
10% of Project Management*	\$350.00
10% of ELEVATION CONTRACT AMOUNT	\$27,480.00
100% of NON-ELEVATION COSTS (paid separately)**	\$3,875.00+
TEMPORARY HOUSING, if applicable (reimbursed 90%)***	\$2,548.00
10% of ICC claim processing fee (\$100), if applicable****	<u>\$TBD</u>
 - b. Federal Share (90% of grant eligible costs):

90% of Preparation and Presentation of MITIGATION OFFER*	\$3,150.00
90% of Project Management	\$3,150.00
90% of ELEVATION CONTRACT AMOUNT	\$247,320.00
00% of NON-ELEVATION COSTS**	\$0.00
90% reimbursement of TEMPORARY HOUSING, if applicable***	\$2,293.20
90% of ICC claim processing fee (\$900), if applicable****	<u>\$TBD</u>
 - c. Total PROJECT HARD COSTS:

\$288,223.00

*, **, ***, and **** are described below:

* \$350 was paid by HOMEOWNER prior to presentation of MITIGATION OFFER and is HOMEOWNER'S 10% match of the \$3,500.00 fee for preparation and presentation of MITIGATION OFFER. \$350 was paid by HOMEOWNER at time of signing this AGREEMENT and is HOMEOWNER'S 10% match of the \$3,500.00 Project Management cost.

** Non-elevation construction is pursuant to a separate agreement between HOMEOWNER and CONTRACTOR. A copy of such agreement covering non-elevation is attached hereto as Exhibit G for informational purposes.

*** TEMPORARY HOUSING is on a reimbursement basis (at 90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING reimbursement is not known at the time of signing the MITIGATION OFFER

calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING reimbursement is not known at the time of signing the MITIGATION OFFER and this AGREEMENT as it is on a reimbursement basis. TEMPORARY HOUSING estimated by CONTRACTOR in PLANS AND SPECIFICATIONS (Exhibit A) is used herein for COUNTY budgetary matters associated with this SRL Program. TEMPORARY HOUSING costs, when eligible for reimbursement and actually incurred by HOMEOWNER, shall be submitted by HOMEOWNER to COUNTY for reimbursement in accordance with Article V, Section C of this AGREEMENT. Subsequent to reimbursement, COUNTY shall reconcile to determine PROJECT HARD COSTS for grant administration requirements.

**** ICC claim processing fee will only be charged if an ICC claim is processed by COUNTY. Eligible HOMEOWNER 10% LOCAL SHARE AMOUNT (\$100.00) will be withheld from ICC funds received by COUNTY when disbursed to HOMEOWNER.

B. Payments to CONTRACTOR/Draw Schedule:

1. In the event that CONTRACTOR has obtained a BOND, CONTRACTOR shall be entitled to request up to four (4) disbursements from the ELEVATION CONTRACT AMOUNT after completion of each phase of work and submitting the following documentation.
2. The schedules for disbursements of draw requests are set forth as follows:
 - a. **Phase 1 Pre-elevation/mobilization** - 30% of the total ELEVATION CONTRACT AMOUNT upon receipt of inspector's report plus the submittal of the following:
 1. Foundation inspection is required;
 2. CONTRACTOR Request for Payment Form;
 3. CONTRACTOR itemized invoice;
 4. Progress Inspection Report Form;
 - a.) Engineering feasibility letter
 - b.) Initial elevation certificate
 - c.) Project PLANS AND SPECIFICATIONS (Exhibit A)
 - d.) Project timetable
 - e.) Copies of requisite permits
 - f.) Copy of fully executed Tri-party AGREEMENT
 5. Pre-elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
 6. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
 7. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
 - b. **Phase 2 Raised, ready to set, building department inspections** – second 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 60% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
 1. CONTRACTOR Request for Payment Form;
 2. CONTRACTOR itemized invoice;
 3. Progress Inspection Report Form;
 - a.) Engineering concurrence
 - b.) Concurrence as to 60% completion
 - c.) Copies of requisite permits
 - d.) TWIA compliance
 - e.) Grant compliance
 - f.) HOMEOWNER acceptance
 4. Phase 2 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
 5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
 6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

- c. **Phase 3 Structure elevated to design height, foundation installed, mechanicals reconnected - 30% of the total ELEVATION CONTRACT AMOUNT**, provided that at least 90% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
 1. CONTRACTOR Request for Payment Form;
 2. CONTRACTOR itemized invoice;
 3. Progress Inspection Report Form;
 - a.) Engineering concurrence
 - b.) Concurrence as to 90% completion
 - c.) TWIA compliance
 - d.) ADA compliance (if required)
 - e.) Grant compliance
 - f.) HOMEOWNER acceptance
 4. Phase 3 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
 5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
 6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
- d. **Phase 4 Final Inspection, occupancy certificate, all grant requirements met - 10% of the total ELEVATION CONTRACT AMOUNT**, provided that the elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
 1. CONTRACTOR Request for Payment Form;
 2. Final CONTRACTOR itemized invoice;
 3. Final Inspection Form;
 4. Post Elevation - Elevation Certificate (FEMA Form 086-0-33), a blank FEMA Form 086-0-33 with its instructions is attached hereto as Exhibit H;
 5. Certificate of occupancy;
 6. New survey (if required);
 7. Signed and notarized Lien Waiver Affidavit CONTRACTOR (**Final**) Form;
 8. Signed and notarized Lien Waiver Affidavit Subcontractor (**Final**) Form;
 9. Copy of CONTRACTOR Warranties that have been signed by HOMEOWNER (please refer to Article VI(T) on page 13 of this AGREEMENT);
 10. HOMEOWNER acceptance;
 11. Grant compliance reconciliation (if non-grant work was also performed); and
 12. Final elevation photographs – minimum of three (3) views each of front and each side to show all four exterior walls and an adequate number of pictures for the interior.
3. **Withholding Payment to CONTRACTOR: COUNTY** shall be entitled to withhold payment to CONTRACTOR while any of the following conditions exist:
 - a. The location, installation or elevation of the IMPROVEMENTS violates or interferes with any applicable recorded instrument or governmental regulation affecting the PROPERTY;
 - b. CONTRACTOR makes a material misrepresentation in the Request for Payment; and/or
 - c. Notice of a claim or lien on the PROPERTY has been received in connection with the elevation, repair or installation of the IMPROVEMENTS, and has not been released.

ARTICLE V. HOMEOWNER'S OBLIGATIONS

- A. **HOMEOWNER's Portion of the ELEVATION CONTRACT AMOUNT:** HOMEOWNER must pay the total of the LOCAL SHARE AMOUNT in the form of a check made payable to GALVESTON COUNTY at the time of signing this AGREEMENT. Eligible HOMEOWNERS may receive a refund up to the full LOCAL SHARE AMOUNT through an ICC claim. HOMEOWNER may receive ninety-percent (90%) reimbursement for eligible TEMPORARY HOUSING costs incurred by HOMEOWNER, as eligible TEMPORARY HOUSING costs are allowable PROJECT HARD COSTS in the SRL Program.

- B. Taxes: HOMEOWNER will pay all real estate taxes and assessments of every kind on the PROPERTY before the same become delinquent, and GALVESTON COUNTY may at any time require HOMEOWNER to provide evidence that taxes have been paid current. Property taxes may be paid current, be deferred or HOMEOWNER must be current on a payment plan with the Galveston County Tax Assessor and Collector in order to avoid any delinquency.
- C. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the elevation construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ___ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER (90%) if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work. Finally, costs incurred by HOMEOWNER for such TEMPORARY HOUSING that are reimbursable to HOMEOWNER must be reasonable costs. HOMEOWNER must provide documentation to the COUNTY showing the TEMPORARY HOUSING costs incurred – this may be accomplished by providing copies of receipts or other proof of payments. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within. The per diem rates established by the GSA are available for viewing through the Internet, at site:
- http://www.gsa.gov/portal/content/104877?utm_source=OCM&utm_medium=print-radio&utm_term=HP_01_Requested_perdiem&utm_campaign=shortcuts.
- Or, the GSA per diem rates may be accessed by going to <http://www.gsa.gov/portal/category/100000#> and then clicking on the link entitled "Per Diem Rates".
- D. HOMEOWNER will cooperate generally with the reasonable requests of CONTRACTOR, COUNTY, TWDB, and FEMA as such requests relate to elevation, repair, or installation of the IMPROVEMENTS. HOMEOWNER will cooperate with COUNTY in arranging for inspections by representatives of the COUNTY of the progress of elevation from time to time and will promptly comply with COUNTY's requirements or satisfy any objections regarding construction of the IMPROVEMENTS or the progress thereof.
- E. Utilities: HOMEOWNER is responsible for authorizing the disconnection of electricity, telephone, cable and gas as directed by the CONTRACTOR. HOMEOWNER is responsible for all utility bills during elevation. HOMEOWNER is responsible for authorizing reconnection of all utilities as directed by the CONTRACTOR. Any upgrades required by utility company for reconnection are not eligible costs hereunder.
- F. Duty to Inform: HOMEOWNER is responsible for informing the CONTRACTOR of any known PROPERTY hazards such as asbestos, lead paint, buried lines, tanks, septic systems, water wells, bees, and propane tanks. HOMEOWNER is also responsible for notifying CONTRACTOR before signing the AGREEMENT if the HOMEOWNER has medical issues which could entitle the HOMEOWNER to special types of access facilities. In a case where a HOMEOWNER or member of the HOMEOWNER's family has a permanent physical disability, a physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible elevation cost.
- G. Landscaping: HOMEOWNER shall be solely responsible for removing, storing, and replacing any existing landscaping that HOMEOWNER wishes to retain prior to the start of the work.
- H. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the written approval of the same by the COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.
- I. **Prior Lien Holder Rights:** By separate affidavit, HOMEOWNER has **CERTIFIED** the existence or non-existence, as applicable, of any prior lien on the PROPERTY and that, if such a prior lien exists, that HOMEOWNER has notified and obtained the consent of such lien holder for the project contracted for herein as identified in PLANS

AND SPECIFICATIONS (Exhibit A). HOMEOWNER further ACKNOWLEDGES that any prior lien on the PROPERTY (such as a mortgage or deed of trust) may contain provisions prohibiting HOMEOWNER from entering into or performing this AGREEMENT, and that HOMEOWNER may create an event of default under such prior lien unless HOMEOWNER has obtained the prior consent of such lien holder. A default on lien obligations can lead to serious legal consequences, including loss of your PROPERTY. HOMEOWNER agrees to be solely responsible for obtaining any and all necessary consent of prior lien holders before entering into this AGREEMENT. GALVESTON COUNTY is not responsible for determining if HOMEOWNER has a lien holder or for obtaining the consent of the lien holder. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

J. Reserved

K. **Liens:** HOMEOWNER will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the PROPERTY or any funds due CONTRACTOR and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided however, that HOMEOWNER shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to the COUNTY such security or indemnity as the COUNTY may reasonably require.

L. **Limitation on Non-Elevation Construction.** All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.

M. **Insurance Provision and filing of Deed Restriction:** HOMEOWNER agrees to maintain flood insurance insuring against loss of the real property and improvements in an amount equal to the assessed value up to the NFIP maximum of \$250,000.00. HOMEOWNER acknowledges and agrees that the following notice of flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office, which such notice shall include the name of the current PROPERTY owner, the book and page reference to record of current title, a legal description of the PROPERTY, and state that: **This property has received Federal Hazard Mitigation Assistance. Federal Law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.**

N. **HOMEOWNER's Representations:** HOMEOWNER represents the following to COUNTY and CONTRACTOR:

1. HOMEOWNER is the fee simple owner of the PROPERTY.
2. Other than any first-lien lien holder whose prior written consent has been obtained by HOMEOWNER, there are no liens, mortgages, claims, charges or unpaid assessments against the PROPERTY.
3. No written contract (or affidavit regarding an oral contract) regarding the elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County.
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing event.
5. All financial statements delivered to the COUNTY by or on behalf of HOMEOWNER are each true and correct in all respects and there has been no material adverse change in such statements as of this date.
6. HOMEOWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render him insolvent or HOMEOWNER has disclosed any solvency issues or bankruptcy filings and the COUNTY signs this AGREEMENT with full knowledge of the

same.

7. It is hereby acknowledged and agreed that the performance/payment BOND provided by the CONTRACTOR under this AGREEMENT are for the benefit of GALVESTON COUNTY to ensure completion of the work and that the performance/payment BOND provided by the CONTRACTOR are for the benefit of the laborers and material suppliers utilized during the work to ensure their payment and to ensure the PROPERTY is free and clear of any liens at the date of FINAL COMPLETION and HOMEOWNER further agrees and unconditionally relinquishes any and all right of claim in the HOMEOWNERs own right under and against any BOND(s) issued by any surety company for CONTRACTOR.
- O. Assignment: HOMEOWNER shall not assign or otherwise transfer this AGREEMENT in whole or in part without prior written approval of the COUNTY. Such consent, if granted, shall not relieve the HOMEOWNER of any of its responsibilities under this AGREEMENT.
- P. Inspection Report: An Inspection Report will be presented to the HOMEOWNER for review, acceptance, and execution at the completion of each Phase. If HOMEOWNER accepts the report, then the HOMEOWNER must provide an executed copy to the COUNTY within four (4) calendar days. If HOMEOWNER does not accept the report, then HOMEOWNER must notify the COUNTY within four (4) calendar days. No payment to CONTRACTOR shall be issued unless and until the COUNTY has receipt of an executed acceptance of the inspection report from the HOMEOWNER.
- Q. TWDB Provisions: HOMEOWNER must comply with all applicable provisions listed in Exhibit D of this AGREEMENT.

ARTICLE VI. CONTRACTOR OBLIGATIONS

- A. Standards of Elevation: In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be constructed, repaired or installed in a good and workmanlike manner, fit for their intended purpose, fully-equipped with materials of high quality, strictly in accordance with the (i) the WORK ORDER; (ii) the PLANS AND SPECIFICATIONS (Exhibit A); (iii) the RFQ; (iv) the Warranty Standards; (v) the Environmental Standards; (vi) FEMA floodplain regulations; (vii) if applicable, TWIA requirements; and (viii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).
- B. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ____ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work.
- C. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the prior written approval of the same by COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.
- D. Corrective Action: If CONTRACTOR is notified that any inspection by the COUNTY or its designee has uncovered any noncompliance issues, CONTRACTOR shall immediately correct such issues. CONTRACTOR shall maintain a detailed record of every non-compliance and corrective action taken. Such non compliance includes documenting any and all pre-existing damages as documented in PLANS AND SPECIFICATIONS (Exhibit A). HOMEOWNER will be required to sign off on the same.
- E. Books and Records, Construction Trust Fund: CONTRACTOR will deposit all funds received by CONTRACTOR under this AGREEMENT into a construction account, and will keep an account record for the account, all in strict accordance with Texas Property Code §§ 162.006 and 162.007 (the Texas construction trust fund statute). Within three (3) business days of a request by GALVESTON COUNTY, CONTRACTOR shall provide GALVESTON COUNTY with (i) a full

copy of the account record, and (ii) executed copies of all contracts between CONTRACTOR and all of its subcontractors and suppliers. **Contractor's failure to timely obtain and maintain a Construction Trust Fund account shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**

- F. **Records Retention:** CONTRACTOR shall keep and maintain all records associated with this AGREEMENT for a minimum of five (5) years from the formal Close of this SRL grant with the State, or as required by Federal, State, or Local law, whichever period is longer. CONTRACTOR shall allow the COUNTY reasonable access to the records in CONTRACTOR'S possession, custody, or control that the COUNTY deems necessary to assist it in auditing the services, costs, and payments provided hereunder. CONTRACTOR also shall allow reasonable access to representatives of the State of Texas, the TWDB, FEMA, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.
- G. **CONTRACTOR ACKNOWLEDGES THAT FAILURE TO STRICTLY COMPLY WITH THE CONSTRUCTION TRUST FUND STATUTE MAY EXPOSE CONTRACTOR, AND ITS AGENTS AND OWNERS, TO CIVIL AND CRIMINAL LIABILITY AND PENALTIES THAT MAY NOT BE AVOIDED BY BANKRUPTCY OR OTHER PROTECTIONS TYPICALLY AVAILABLE TO BUSINESSES.**
- H. **Prompt Payment:** CONTRACTOR will promptly pay all subcontractors and suppliers in accordance to the payment of the agreement between CONTRACTOR and its Subcontractors.
- I. **Allocation of Profit:** CONTRACTOR agrees that any monies it receives pursuant to this AGREEMENT shall be applied to payment of all outstanding invoices from subcontractors and suppliers before CONTRACTOR applies such monies to its overhead or profit.
- J. **Due Diligence Responsibility:** CONTRACTOR is solely responsible for verifying whether elevation will violate or interfere with any applicable recorded instrument or governmental regulation affecting the PROPERTY. The COUNTY makes no representations or warranties as to title to, or encumbrances on, the PROPERTY.
- K. **Elevation Timing; Delay Damages:** CONTRACTOR shall commence elevation, repair or installation of the IMPROVEMENTS as soon as possible after the COMMENCEMENT DATE (Notice to Proceed Date), but in no event later than fourteen (14) days after the COMMENCEMENT DATE. CONTRACTOR shall prosecute the work with due diligence, and shall achieve FINAL COMPLETION of the IMPROVEMENTS by the COMPLETION DATE. Time is of the essence with respect to all CONTRACTOR Obligations under this AGREEMENT. In the event that FINAL COMPLETION is not achieved by the COMPLETION DATE, CONTRACTOR shall pay the COUNTY liquidated damages of one hundred dollars (\$100) per day for every day after the COMPLETION DATE until FINAL COMPLETION is achieved. HOMEOWNER, CONTRACTOR and COUNTY agree that the liquidated damages are not to be construed as a penalty, but a reasonable estimate of damages caused by delay that will be incurred by COUNTY. COUNTY shall have the right to offset these liquidated damages against any other sums or disbursements due to CONTRACTOR from the COUNTY. Upon approval of COUNTY, extension may be granted for excusable delays.
- L. **Limitation on Non-Elevation Construction.** All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.
- M. **Lead and Asbestos:** CONTRACTOR is responsible for performing investigation of lead and asbestos containing materials, and any required lead and asbestos abatement. CONTRACTOR shall provide GALVESTON COUNTY with a copy of a signed waste manifest from a proper disposal institution, in connection with CONTRACTOR's disposal of any lead or asbestos. CONTRACTOR is responsible for compliance with all local, State, and Federal laws, regulations and ordinances relating to lead and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified at Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Occupations Code (Lead-Based Paint Abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located

at Title 40, Part 61, Subpart M of the Code of Federal Regulations; and the National Emission Standards for Hazardous Air Pollutants.

- N. Compliance With Federal Laws: CONTRACTOR shall be responsible for complying with the following federal laws, rules, and regulations:
1. Lead-Based Paint. CONTRACTOR is responsible for compliance with the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B, as applicable.
 2. Noise Abatement. CONTRACTOR is responsible for compliance with noise abatement and control policies established by HUD in 24 CFR Part 51, Subpart B. To help ensure noise levels do not become excessive, elevation activities are restricted to mostly weekdays and daylight hours.
 3. Archeological Discoveries. CONTRACTOR is responsible for compliance with the National Historic Preservation Act of 1966, as amended, 16 USC 470 and 36 CFR Part 800, as applicable. In accordance with Section 106 of the National Historic Preservation Act, CONTRACTOR shall notify GALVESTON COUNTY as soon as practicable if it appears that site work may affect previously unidentified archeological resources. CONTRACTOR is required to immediately stop elevation activities in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovery. The GALVESTON COUNTY notification will allow the discovery to be further evaluated in consultation with the Texas Historical Commission. Site work can resume only after the discovery has been resolved with GALVESTON COUNTY and the Texas Historical Commission.
 4. FEMA Record of Environmental Consideration Special Conditions required on implementation of Projects specified in Exhibit E.
- O. Insurance: At all times during elevation, repair, or installation of the IMPROVEMENTS, CONTRACTOR will obtain and maintain in full force and effect the following insurance policies, which shall list GALVESTON COUNTY as additional insured and shall be issued by a company that is licensed to do business in the State of Texas and that has a rating equal to or exceeding A-;VII from A.M. Best. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.
1. A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate;
 2. An automobile liability policy with a combined single limit of \$1,000,000 per accident for bodily injury and property damage to include owned, hired and non-owned autos;
 3. Workers' compensation policy providing statutory Texas benefits;
 4. A hazard insurance policy on a builder's all risk or special causes of loss policy form with a broad form named insured and with loss payable endorsements acceptable to GALVESTON COUNTY insuring the IMPROVEMENTS and all materials and supplies purchased with advances hereunder against all risks and losses, as well as an allowance for occupancy by HOMEOWNER if HOMEOWNER is remaining in the PROPERTY during elevation; and
 5. A professional liability policy that will cover all acts, errors, or omissions in the amount of \$1,000,000 per claim, with an annual aggregate of at least \$2,000,000, inclusive of all legal defense costs. In addition, such coverage shall include the disclosure of personal information. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Contract.
 6. All liability insurance may be obtained by any combination of underlying and excess/umbrella policies.
- P. WORKSITE Protection: CONTRACTOR shall be responsible for protection of the WORKSITE and building materials, including losses from theft for the duration of the contract period of performance as specified in PLANS AND SPECIFICATIONS (Exhibit A).
- Q. Utilities: CONTRACTOR shall be responsible for notifying the HOMEOWNER when to disconnect the utilities. CONTRACTOR is responsible for any fees incurred for disconnecting the utilities. CONTRACTOR is also responsible for notifying the HOMEOWNER when to reconnect the utilities.
- R. Information: CONTRACTOR is responsible for providing open channels of communication between HOMEOWNER, COUNTY, and local Inspectors including informing the HOMEOWNER what to expect during the elevation phase.
- S. Debarment and Suspension: CONTRACTOR certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other federal responsibility matters. CONTRACTOR agrees to include this certification in all contracts between itself and any subcontractors in connection

with services performed under this AGREEMENT. CONTRACTOR will notify the COUNTY in writing immediately if CONTRACTOR is not in compliance with Executive Order 12549 or other federal responsibility matters while performing this AGREEMENT, and will refund the COUNTY for any payments made to it while ineligible.

- T. **CONTRACTOR Warranty to HOMEOWNER:** CONTRACTORs will provide for services performed under this AGREEMENT, a set of limited warranties and building and performance standards in accordance to the Texas Residential Construction Commission standards in place prior to the time that the Texas Residential Construction Commission ceased to exist, which include:

1. A five-year workmanship and materials warranty;
2. A five-year mechanical and delivery system warranty; and
3. A five-year structural warranty.

CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT. Contractor further ACKNOWLEDGES that it is not eligible for final payment hereunder until such Warranty policy has been delivered to HOMEOWNER with copy provided to COUNTY with such copy signed by HOMEOWNER evidencing HOMEOWNER'S receipt of such Warranty policy.

- U. **Limited Warranty to COUNTY:** CONTRACTOR warrants that the Services provided under this AGREEMENT shall be performed in a good and workmanlike manner with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty during the period of performance of the AGREEMENT, provided COUNTY has delivered to CONTRACTOR timely notice of such breach as hereinafter required, CONTRACTOR shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to COUNTY that portion of the Price received by CONTRACTOR attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless COUNTY has delivered to CONTRACTOR written notice specifying in detail the non-conformities within seven (7) days after performance of the non-conforming Services or tender of the non-conforming Deliverables.

- V. **Equal Opportunity/Non-Discrimination:** The CONTRACTOR agrees to abide by all Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination as to race, color, religion, national origin, sex, familial status, disability, or veteran status. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

- W. **BOND:** Insert project specific payment/performance BOND details:

- X. The CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the performance of the subject work.

- Y. **Assignment:** CONTRACTOR shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the CONTRACTOR of any of its responsibilities under this AGREEMENT. A violation of this prohibition shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.

- Z. Under no circumstances will the CONTRACTOR be responsible for any costs incurred with respect to any latent or unknown defects that exist at the project site. Any and all costs incurred by the CONTRACTOR with respect to the cure of any such latent or unknown conditions need to be recoverable by the CONTRACTOR.

- AA. **TWDB Provisions:** CONTRACTOR must comply with all provisions listed in Exhibit D of this AGREEMENT. CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS

- A. **Limited Obligation of COUNTY:** The COUNTY's obligation to HOMEOWNER and CONTRACTOR, or either of them, is to disburse the MITIGATION OFFER Amount in accordance with this AGREEMENT. The COUNTY will reimburse the full amount of eligible ICC claims to the HOMEOWNER upon receipt of settlement of such ICC claims from NFIP.
- B. **The COUNTY Is Not Responsible For Any Of the Following (this list is illustrative, and not exclusive):**
1. The quality or timing of elevation;
 2. Warranty work;

3. Resolution of disputes between HOMEOWNER and CONTRACTOR;
 4. Enforcement of this AGREEMENT, or any other agreement, between HOMEOWNER and CONTRACTOR;
 5. Payment of HOMEOWNER's Funds to CONTRACTOR (i.e. - the excess construction costs above the MITIGATION OFFER Amount);
 6. Verification of liens on the PROPERTY;
 7. Removal of liens;
 8. Curing title defects; or
 9. Acts or omissions of CONTRACTOR, HOMEOWNER, or any subcontractor or supplier.
- C. **Actions Do Not Create Duty:** The COUNTY's funding activities under the PROGRAM do not create a legal duty to CONTRACTOR or HOMEOWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening CONTRACTORS and HOMEOWNERS, approving contracts and subcontracts, and approving PLANS AND SPECIFICATIONS (Exhibit A) will be taken by the COUNTY for its own protection only. Except for the express obligations to fund the MITIGATION OFFER Amount and process eligible ICC claims, COUNTY shall not be deemed to have assumed any responsibility to HOMEOWNER, CONTRACTOR, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by any CONTRACTORS or subcontractors, or prevention of claims for mechanic's liens.
- To the extent permitted by law, HOMEOWNER agrees to indemnify, defend and hold harmless the COUNTY, the State of Texas, the TWDB, and CONTRACTOR from and against any claims incurred by the COUNTY to the extent caused by HOMEOWNER's negligent acts, errors or omissions.
- To the extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, HOMEOWNER, the State of Texas, and the TWDB from and against any claims incurred by the COUNTY to the extent caused by CONTRACTOR's negligent acts, errors or omissions.
- D. **Limitation of Warranties:** To the fullest extent allowed by law, COUNTY makes no warranties of any kind, express or implied to HOMEOWNER, and HOMEOWNER WAIVES ALL WARRANTIES AND REPRESENTATIONS FROM COUNTY, WHETHER ORAL OR WRITTEN, WHETHER EXPRESSED OR IMPLIED, CONCERNING THE PROPERTY OR IMPROVEMENTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF HABITABILITY, FITNESS FOR PURPOSE, OR CONSTRUCTION IN A GOOD WORKMANLIKE MANNER. Nothing herein shall be construed as limiting CONTRACTOR's warranties to HOMEOWNER.

ARTICLE VIII. DEFAULT AND REMEDIES

- A. **CONTRACTOR Default:** CONTRACTOR will be in default under this AGREEMENT upon the occurrence of any of the following events: (i) CONTRACTOR fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure; (ii) CONTRACTOR becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or (iii) CONTRACTOR commits a default under any other contract it has entered into with GALVESTON COUNTY. In the event of CONTRACTOR's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its' sole discretion:
1. Terminate this AGREEMENT on written notice to CONTRACTOR.
 2. Compel the CONTRACTOR to stop the work under this AGREEMENT on written notice to CONTRACTOR, whereupon CONTRACTOR shall withdraw from the PROPERTY and assign to GALVESTON COUNTY such of CONTRACTOR's subcontracts as GALVESTON COUNTY may request, and remove such materials, equipment, tools and instruments used by CONTRACTOR on the PROPERTY as GALVESTON COUNTY may direct.
 3. Complete the work, either with or without using CONTRACTOR's materials, equipment, tools and instruments.
 4. Instruct the bonding company which issued the performance BOND to complete the work with its own forces and at FINAL COMPLETION issue any remaining amounts due under this AGREEMENT to the bonding company.
 5. Withhold the payment of any further sums due to CONTRACTOR under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon GALVESTON COUNTY shall determine the amount, if any, of damages caused by CONTRACTOR's default, the amount to which CONTRACTOR is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate CONTRACTOR for the use of CONTRACTOR's materials, equipment, tools and instruments, and upon such determination, GALVESTON COUNTY shall pay to CONTRACTOR the net amount which may be due, if any, in accordance with such determination.

6. Sue CONTRACTOR for damages, injunctive, or equitable relief.

In addition to the remedies stated herein, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY'S waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

B. HOMEOWNER's Default: HOMEOWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:

1. HOMEOWNER fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure;
2. HOMEOWNER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors;
3. HOMEOWNER commits a default under any other contract it has entered into with GALVESTON COUNTY;
4. HOMEOWNER has misused the proceeds of the MITIGATION OFFER; or
5. HOMEOWNER has made any misrepresentations in connection with this AGREEMENT. In the event of HOMEOWNER's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:
 - i. Terminate this AGREEMENT on written notice to HOMEOWNER.
 - ii. Direct the CONTRACTOR to stop work on the IMPROVEMENTS, either temporarily or permanently notwithstanding the foregoing, sums earned by CONTRACTOR for elevation and delivery of the IMPROVEMENTS prior to any notice to CONTRACTOR of any misuse of funds or misrepresentation by HOMEOWNER shall be payable from GALVESTON COUNTY to CONTRACTOR.
 - iii. Cancel disbursement of any unearned portion of the MITIGATION OFFER Amount and eligible ICC claim under this AGREEMENT.
 - iv. Sue HOMEOWNER for damages, injunctive, or equitable relief.

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. Relationship of PARTIES/Independent Contractors: CONTRACTOR is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the PARTIES hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this AGREEMENT.
- B. Immunity Retained: The PARTIES agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.
- C. Inspection: Representatives from FEMA, TWDB, COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. CONTRACTOR and HOMEOWNER will take all steps necessary to assure that representatives from FEMA, TWDB, and the COUNTY, or their designees are permitted to examine and inspect the IMPROVEMENTS, the WORKSITE and the PROPERTY, and all contract, material, invoice, equipment, payrolls, and conditions of employment pertaining to CONTRACTOR'S work, including all relevant data and records. By such inspection, FEMA, TWDB, and COUNTY assume no responsibility to the HOMEOWNER for defective material or work under this AGREEMENT or to either PARTY for any breach of the AGREEMENT by the other.
- D. Notice: Any notice required or permitted by this AGREEMENT shall be in writing, and shall be delivered to the respective PARTIES' addresses as set forth in Article II: Administrative Contacts. Any notice will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, and addressed to the intended recipient notice address set forth in the Cover Page, Article II: Administrative Contacts. Notice given in any other manner will be effective only if and when received by the intended recipient. Any address for notice may be changed by written notice delivered as provided herein.
- E. Entirety of Agreement: This AGREEMENT contains the entire agreement and understanding among the PARTIES and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter herein or the services or deliverables to be provided hereunder.

- F. **Duty To Provide Additional Information:** HOMEOWNER and CONTRACTOR shall, within three (3) business days of receipt, furnish to COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any:
1. Governmental or private authority having jurisdiction over the PROPERTY;
 2. Insurance company carrying a policy pertaining to the PROPERTY;
 3. Lender holding a lien or security interest against any part of the PROPERTY; or
 4. Any person asserting a claim against HOMEOWNER, CONTRACTOR or the PROPERTY.
- G. **Governing Law and Venue:** This AGREEMENT and the rights and obligations of the PARTIES hereto shall be governed by and construed according to the laws of the State of Texas and venue shall lie exclusively in Galveston County, Texas.
- H. **Severability:** If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- I. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then the legal limitations are made a part of this AGREEMENT and shall operate to amend this AGREEMENT to the minimum extent necessary to bring this AGREEMENT into conformity with the requirements of the limitations, and as so modified, this AGREEMENT shall continue in full force and effect.
- J. **Force Majeure:** No PARTY shall be liable for any failure of or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this AGREEMENT or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. No PARTY shall be liable to the other(s) for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.
- K. **Authority:** Each PARTY represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and this AGREEMENT constitutes the legal, valid, and binding agreement of each PARTY hereto.
- L. **Amendment:** This AGREEMENT may be amended only by written instrument duly authorized by each PARTY hereto and duly executed by each respective PARTY hereto.
- M. **Survival:** The provisions of articles I, II, IV(A), VI(S),(T),(X), VII(C),(D), IX(B),(J), and Exhibit D shall survive the termination or expiration of this AGREEMENT.

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

*****The Remainder of this page is intentionally left blank*****

This AGREEMENT is hereby **EXECUTED** by the PARTIES hereto, each respective PARTY acting by and through its duly authorized representative, to be effective on the date specified herein.

COUNTY OF GALVESTON, TEXAS:

Mark Henry, County Judge

Date Signed

ATTEST:

Dwight D. Sullivan, County Clerk

Date Attested

CONTRACTOR:

William Hobbs Project Manager
Signature and Title

William Hobbs
Printed Name and Title of person signing for CONTRACTOR

11-22-13
Date Signed

HOMEOWNER (ALL PERSONS WITH OWNERSHIP INTEREST MUST SIGN):

Bob F. Thompson
Signature of Homeowner

11/20/13
Date Signed by Homeowner above

x Marcell V. Thompson
Signature of Homeowner

x 11/20/13
Date Signed by Homeowner above

Signature of Homeowner

Date Signed by Homeowner above

PLANS AND SPECIFICATIONS (Exhibit A)

CONTRACTOR's Completed Work Write-Up/Project Cost sheet specific to this PROPERTY



Elevation Proposal For Galveston County SRL Grant

A STRUCTURAL MOVING TRADITION

Date 11/18/2013
Customer Paul Thompson
Address 300 Courtland Place
City State Zip Friendswood TX
Contract Amount \$

House SF 2975
Type Monolithic Slab Elevation
Zone AE23
Slab 23'
Free Board 24"
Elevate 48"

274,800.00

	Obtain engineered drawings, TWIA Submittals, all three elevation certificates and required inspections, obtain a No Rise Certificate for floodway.	\$	12,675.00	each
	Site prep, which includes removal of decks, concrete, landscaping, gates, fencing, homeowner items, home inspection, precon and site mobilization	\$	13,740.00	5% of project cost
2975	Raise the above named residence to satisfy program BFE plus local free board requirements	\$	53,550.00	\$18.00/sf
73	Tunneling/Excavating/ and install new sets pilings pushed to designed depth and space, removal of unsuitable soils, backfill will clean engineered fill per engineer requirement and EHM warranty.	\$	69,350.00	\$950.00/each
316	Excavate under the exterior and interior load bearing supports of the residence and pour approximately LF of continuous steel reinforced concrete foundation measuring 24" inches wide by 12" inches thick. Concrete will be steel reinforced per engineer design	\$	17,380.00	\$55.00/LF
N/A	Install linear feet of steel I-beams for stabilization per engineer design			
316	Install Linear feet of Split Face CMU block wall, including vents and access panel to meet TWIA, cell grouted solid with steel reinforced per engineer design	\$	18,960.00	\$60.00/LF
14	Install 12 x 12" interior columns and filled solid with concrete per engineer design	\$	5,600.00	\$400.00/each
	Disconnect and reconnect/repair water, sewer, gas and electrical as required by local building agencies. EHM will reimburse homeowner for electrical and water usage during the project.	\$	10,992.00	4% of project cost
1	Disconnect, raise and reconnect A/C.	\$	2,590.00	each
	Lower/Raise electric meter (after elevation) to required height.	\$	3,755.00	each
2975	Install closed cell spray insulation under slab after elevation.	\$	8,925.00	
4x10	Install landings, staircases to meet minimum building code requirements	\$	5,485.00	each
4x4	Install landings, staircases to meet minimum building code requirements	\$	4,475.00	each
4x8	Install landings, staircases to meet minimum building code requirements	\$	5,485.00	each
4x4	Install landings, staircases to meet minimum building code requirements	\$	4,475.00	each
6	Loads of Top Soil	\$	3,000.00	\$500.00/per load
16	Hours Grading to grade for proper drainage	\$	1,360.00	\$85.00/per hour
20	Pallets of Sod Labor and installaton	\$	6,000.00	\$300.00/per pallet
	Provide stairs to access door for the a/c unit pad and up to roof.	\$	2,400.00	
	Replace existing landscaping removed or damaged during elevation. EHM will remove landscaping reuired for elevation and replace the removed landscaping. It is the homeowners obligation to water and maintain landscaping intended for replacement.	\$	4,000.00	each
300	Repair any driveways, carport or sidewalks or sprinkler systems damaged during elevation.	\$	2,700.00	
	Remove all trash and rubbish off site and general labor	\$	10,992.00	4% of project cost
	Sub Total	\$	267,889.00	
	Bonding, Insurance, Warranty, Supervision	\$	6,911.00	

Eligible Elevation Cost

\$ 274,800.00

Non Eligible Elevation Cost

Relocation Cost Eligible

Install culture stone on veneer \$ 3,875.00 Yes

Relocation allowance at \$91.00 per day \$ 2,548.00

Exhibit B:

**County of Galveston/SRL Elevation Program
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS**

Proposer: EHM Date of Certification: 11-22-13

Proposer **CERTIFIES**, to the best of its knowledge and belief, that Contractor and/or any of Contractor's Principals:

- 1.) Are **NOT** presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency or State agency;
- 2.) Have **NOT**, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, been convicted of or had a civil judgment rendered against it or them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state, or local government contract or subcontract; violation of a Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or any of the offenses listed in 2 C.F.R. Part 180, § 180.800;
- 3.) Are **NOT** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the above subdivision (subdivision (2));
- 4.) Have **NOT**, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, had any Federal, state, or local transaction terminated for cause or default.

The term "Principal" herein means i.) an officer, director, owner, partner, principal investigator, or other person within the participant (Proposer herein) with management or supervisory responsibilities related to a covered transaction; or ii.) a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposer shall provide immediate written notice to the Galveston County Purchasing Agent at any time prior to award, if the Proposer learns that its certification was erroneous when submitted or that it has become erroneous by reason of changed circumstances. Proposer further agrees that if it is awarded a contract by Galveston County, that it shall immediately provide written notice to the Galveston County Purchasing Agent in the event any of the certifications listed herein become no longer accurate due to changed circumstances. Proposer further agrees that if it is awarded a contract by Galveston County, that it shall include these certification requirements in all contracts between itself and any subcontractors in connection with services performed under this SRL Elevation grant program.

Proposer acknowledges that this Certification is a material representation of fact upon which Galveston County relies when making award. If Proposer is awarded a contract by Galveston County and it is discovered that the facts certified to herein are not true, then Galveston County, in addition to other remedies, may terminate its agreement with Proposer for default.

Proposer represents and warrants that the individual executing this Certification on its behalf has the full power and authority to do so and to legally bind Proposer to the terms herein.

By: [Signature]
Signature
William Hobson Project Manager
Printed name and title of person signing above for Proposer

Sworn to and Subscribed before me on
this 22 day of NOVEMBER, 2013.

[Signature]
Notary Public in and for the State of Texas

My commission expires: OCT 14 2017

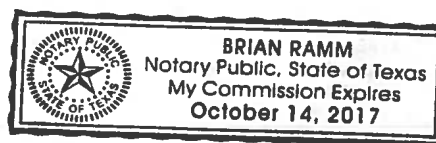


Exhibit C

**Severe Repetitive Loss (SRL) Pilot Program
Final Mitigation Offer**

Grantee [State/Territory/Tribe]: Texas Water Development Board

Subgrantee: Galveston County

Property Owner(s): Paul F Thompson

Property Address: 300 COURTLANDT PLACE, FRIENDSWOOD, TX 77546

NFIP Policy Number: 06001092622013 **Repetitive Loss Number:**

This documents the formal Mitigation Offer of Assistance for the SRL program.

1. A mitigation grant has been awarded to Galveston County TX that includes your SRL property.
2. The SRL program is a voluntary program. Neither the State of Texas nor Galveston County will use their power of eminent domain to acquire your property for open space purposes if you choose not to participate or if negotiations fail.
3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected consistent with the federal Privacy Act and similar State and local laws and ordinances.
4. The estimated amounts in the Consultation Agreement are finalized in the Mitigation Offer below.
5. The Final Mitigation Offer is provided to you for **Elevation**. Galveston County will complete Section A. for property acquisition or Section B. for mitigation activities other than acquisition.

Section A. Property Acquisition

In order to receive pre-event market value for your property, you sign here to document your eligibility to receive that amount; otherwise, you will receive a Mitigation Offer based on appropriate purchase offer methodology (i.e. current market value, outstanding loans, original purchase price):

“I certify that I am a National of the United States or a qualified alien.”

Elevation – N/A

Signature of SRL Property Owner(s)

Date

Signature of SRL Property Owner(s)

Date

Your Final Mitigation Offer is based on adjusting the valuation of your purchase offer of \$0.00 by applicable additions (e.g. supplemental housing payments) of \$0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of \$0.00. The methodology used to calculate your property value (i.e. pre-event market value, current market value, outstanding loans, original purchase price) was \$0.00.

Final Mitigation Offer: N/A

N/A

Federal / non-Federal Cost Share (75 / 25 or 90 / 10):

Cost borne by property owner: N/A

For any property potentially eligible for ICC under the SRL ICC pilot program, the homeowner will assign to the County the right to file an ICC claim (using the Assignment of Coverage D claim). The County will then file an ICC claim for an amount up to the covered ICC benefits to fulfill that portion of the minimum non-federal match for which the policyholder is responsible. Any ICC claim payment received will be reimbursed directly to the homeowner. This amount, not to exceed \$30,000 is shown above as, "*Cost borne by property owner*".

You are accountable for maintenance and insurance requirements for the property during the mitigation project (i.e., maintaining flood insurance through property transfer).

Your additional responsibilities may include, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County and Texas Water Development Board grant and contract requirements, and other programmatic requirements e.g., timelines for vacating the property and as specified below by Galveston County.

At this time you must sign the attached Statement of Voluntary Participation.

Section B. For Mitigation Activities Other than Acquisition

Your Final Mitigation Offer amount is based on adjusting the cost of the mitigation activity of by applicable additions of \$0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of \$0.00.

Final Mitigation Offer: **\$284,348.00**

Federal / non-Federal Cost Share (75 / 25 or 90 / 10): 90%/10%

Cost borne by property owner: **\$28,434.80** - 10% of Final Mitigation Offer Amount.

You are accountable for maintenance and insurance requirements for the property during and after the mitigation project implementation (i.e., maintaining flood insurance on your property).

Your additional responsibilities may include securing a contractor, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County grant and contract requirements, and other programmatic requirements as specified below by the Galveston County.

Fully Executed Tri-Party Agreement is incorporated here by reference

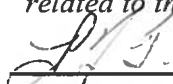
You must sign the attached Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area for elevation, mitigation reconstruction, or dry floodproofing activities.

6. All holders of recorded interest in the property have been notified of the final mitigation offer.

The holders of recorded interest are:


Paul F Thompson

The local government and property owner will initial and date below to document each meeting related to the Mitigation Offer.


Homeowner(s)


Local Government Official(s)

11/20/13
Date

x 
Homeowner(s)


Local Government Official(s)

11/20/13
Date

Homeowner(s)

Local Government Official(s)

Date

Accepting or Declining the Mitigation Offer

You have 45 days from the date of the Mitigation Offer Letter to accept or decline the mitigation offer of assistance by signing the appropriate section below and returning it to County or County's representative. Failure to respond to the Mitigation Offer within 45 days of the date on this Mitigation Offer constitutes declining the Mitigation Offer.

1. You may request in writing that the Regional Administrator extend your period of time to consider the mitigation offer beyond 45 days. In your letter you must explain the extenuating circumstances. This request must be submitted before the expiration of the 45 day time period.
2. If you decline the Mitigation Offer made under the SRL program, your property will be subject to an increased flood insurance premium rate. Generally, this increase will occur upon renewal of the insurance policy. You will receive a separate Notice of NFIP Insurance Premium Rate Increase from FEMA.
3. If you decline the Mitigation Offer, you retain the right to appeal the increased flood insurance premium rate only in certain circumstances in accordance with 44 CFR Part 79.7 (d).

This offer of mitigation assistance remains open and available to you, even if you decline and/or appeal the offer, as long as the SRL program exists and funds are available.

Accepting the Mitigation Offer

Final Mitigation Offer: **\$284,348.00**

Mitigation Activity: **Elevation**

I, the property owner, accept this Mitigation Offer

Rob Thompson
Signature of SRL Property Owner(s) or Authorized Representative(s)

11/21/17
Date

Sheneel Thompson
Signature of SRL Property Owner(s) or Authorized Representative(s)

11/21/13
Date

Signature of County Representative

Date

NFIP Policy Number: 06001092622013

Repetitive Loss Number: _____

Exhibit D

Subcontracting Guidelines Items When Subcontracting Work Related to Texas Water Development Board Funded Projects

Link to guidelines - http://www.twdb.state.tx.us/about/contract_admin/

STATE AUDITOR CLAUSE

By executing this Elevation Agreement, HOMEOWNER and CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The HOMEOWNER and CONTRACTOR shall comply with and cooperate in any such investigation or audit. The HOMEOWNER and CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The HOMEOWNER and CONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the HOMEOWNER and CONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

FINANCIAL RECORDS

The HOMEOWNER and CONTRACTOR and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TEXAS WATER DEVELOPMENT BOARD (TWDB). Accounting by the HOMEOWNER and CONTRACTOR and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

OWNERSHIP

The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this Elevation Agreement. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Elevation Agreement and developed by the HOMEOWNER and CONTRACTOR or its contracted parties pursuant to this CONTRACT shall become the joint property of the HOMEOWNER and CONTRACTOR and the TWDB. These materials shall not be copyrighted or patented by the HOMEOWNER and CONTRACTOR or by any consultants involved in this Elevation Agreement unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the HOMEOWNER and CONTRACTOR or its SUB-SUBCONTRACTORS will in no way limit the TWDBs access to or right to request and receive or distribute data and information obtained or developed pursuant to this Elevation Agreement. Any material subject to a TWDB copyright and produced by the HOMEOWNER and CONTRACTOR or TWDB pursuant to this Elevation Agreement may be printed by the HOMEOWNER and CONTRACTOR or the TWDB at their own cost and distributed by either at their discretion. The HOMEOWNER and CONTRACTOR may otherwise utilize such material provided under this Elevation Agreement as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

The HOMEOWNER and CONTRACTOR and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this Elevation agreement.

NO DEBT AGAINST THE STATE

This Elevation Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this Elevation Agreement transcends the biennium in which this Elevation Agreement is entered into, this Elevation Agreement is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

LICENSES, PERMIT, AND INSURANCE

For the purpose of this Elevation Agreement, the HOMEOWNER and CONTRACTOR will be considered an independent HOMEOWNER and CONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The HOMEOWNER and CONTRACTOR shall obtain all necessary insurance, in the judgment of the HOMEOWNER and CONTRACTOR to protect themselves, GALVESTON COUNTY, the TWDB, and employees and officials of the TWDB from liability arising out of this Elevation Agreement. The HOMEOWNER and CONTRACTOR shall indemnify and hold the BOARD and the State of Texas harmless, to the extent the HOMEOWNER and CONTRACTOR may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the HOMEOWNER and CONTRACTOR, arising out of the activities under this Elevation Agreement.

Date:

Exhibit E

FEMA Record of Environmental Consideration

Special Conditions required on implementation of Projects:

Executive Order 11988 - Floodplains

The applicant is responsible for coordinating with and obtaining the required permissions from the local floodplain administrator prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

Executive Order 11988 - Floodplains

The applicant is responsible for providing the public with the finding and explanation of any final decision that the floodplain is the only practicable alternative at least 15 days prior to initiating work. This notification should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

Executive Order 11990 - Wetlands

The applicant is responsible for proper identification of wetlands and must ensure that there is no net loss of wetlands. The applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The applicant shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files.

Executive Order 11990 - Wetlands

The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

Endangered Species Act (ESA)

The number of vehicles transiting from the upland areas to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road will be kept to a minimum, and all vehicles must use the same pathway at each location.

Materials and equipment required for the structure elevations will be staged within the confines of the residential lot or in upland areas. Temporary, overnight storage of earth-moving equipment on the beach will not be allowed.

Between March 15 and October 1, educational signs will be developed and displayed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, informing the public about nesting sea turtles and what actions should be taken if these species are observed.

Between March 15 and October 1, no work will continue after dark at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, therefore no artificial lighting will be necessary.

Access to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road must be from previously existing access roads originating in upland areas.

Equipment must be properly maintained so that it is not leaking grease or oil on the beaches.

After an elevation project is completed, beach areas disturbed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road as a result of elevation work must be restored to pre-construction slope or contours and all ruts will be leveled.

An independent, qualified monitor or monitors will be hired by GALVESTON COUNTY to monitor the structure elevations at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road between March 15 and October 1. The monitor will survey the beach adjacent to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road for the presence of threatened and endangered species before work begins each morning, after work concludes for the day, and periodically throughout the day at such times deemed necessary by the independent monitor.

For work taking place at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533

Jamaica Beach Road between March 15 and October 1, work crews will be required to attend a half-day training session to learn how to recognize and avoid impacts to nesting sea turtles and what actions should be taken if these species are observed.

In the event that a Kemps Ridley sea turtle or its nest is encountered on or adjacent to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, construction activities will cease and the U.S. Fish and Wildlife Service (USFWS) will be contacted.

OTHER (enter specifics in comments)

If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Exhibit F

CIQ Form

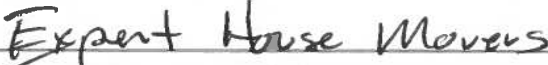
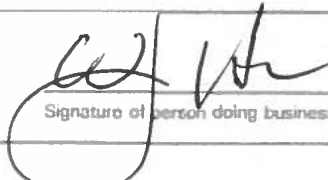
CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of person who has a business relationship with local governmental entity.		
<div style="border: 1px solid black; padding: 5px; display: inline-block;"></div>		
2 <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship.		
_____ Name of Officer		
<p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
4		
<div style="border: 1px solid black; padding: 5px; display: inline-block;"></div>		11-22-13
Signature of person doing business with the governmental entity		Date

Exhibit G

Separate contract between Homeowner and Contractor for provision of Non-Elevation work

Exhibit G is not incorporated within AGREEMENT

EHM

A STRUCTURAL MOVING TRAILER

PAUL OR SHERRILL THOMPSON
PH 281-482-3523
300 COURTLAND PLACE
FRIENDSWOOD, TX 77546

101

11/20/13 Date

Pay to the
Order of

EHM

\$3875

Thirty eight hundred seventy five & ⁰⁰/₁₀₀

Dollars



JSC FEDERAL CREDIT UNION
P.O. BOX 80346
HOUSTON, TEXAS 77268

[Redacted signature line]

EXTRAS CONTRACT

Date: November 19, 2013

To: Paul Thompson

Project: 300 Courtlandt Place
Friendswood, TX 77546

Expert House Movers, Inc., (EHM) agrees to furnish all labor and material necessary to complete the following:

Cultured Stone installed on exposed grade beams \$3,875.00

We propose to complete the above for the sum of Three Thousand, Eighty Hundred and Seventy-Five Dollars and NO/100 (\$3,875.00).

Payment due in full upon acceptance of this contract.

Expert House Movers, Inc.

By: [Signature]

11-20-13

Date

ACCEPTANCE

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner:

Paul Thompson

11/20/13

Date

Exhibit H

Blank FEMA NFIP Elevation Certificate and Instructions (2012 Edition), FEMA Form 086-0-33



FEMA

NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

AND

INSTRUCTIONS

2012 EDITION

National Flood Insurance Program ELEVATION CERTIFICATE

Paperwork Reduction Act Notice

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

Privacy Act Statement

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or the applicant may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

Purpose of the Elevation Certificate

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

The Elevation Certificate is required in order to properly rate Post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), located in flood insurance Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. The Elevation Certificate is not required for Pre-FIRM buildings unless the building is being rated under the optional Post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request. A LOMA or LOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 package, whichever is appropriate.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

Additional guidance can be found in FEMA Publication 467-1, Floodplain Management Bulletin: Elevation Certificate, available on FEMA's website at <http://www.fema.gov/library/viewRecord.do?id=1727>.

ELEVATION CERTIFICATE

IMPORTANT: Follow the instructions on pages 1-9.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A - PROPERTY INFORMATION		FOR INSURANCE COMPANY USE
A1. Building Owner's Name		Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or R.O. Route and Box No.		Company NAIC Number:
City	State	ZIP Code
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.)		
A5. Latitude/Longitude: Lat. _____ Long. _____		Horizontal Datum: <input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.		
A7. Building Diagram Number _____		
A8. For a building with a crawlspace or enclosure(s):		A9. For a building with an attached garage:
a) Square footage of crawlspace or enclosure(s) _____ sq ft		a) Square footage of attached garage _____ sq ft
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____		b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____
c) Total net area of flood openings in A8.b _____ sq in		c) Total net area of flood openings in A9.b _____ sq in
d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No		d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number			B2. County Name		B3. State
B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Designation Date: ____ / ____ / ____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)	
C1. Building elevations are based on: <input type="checkbox"/> Construction Drawings* <input type="checkbox"/> Building Under Construction* <input type="checkbox"/> Finished Construction *A new Elevation Certificate will be required when construction of the building is complete.	
C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters. Benchmark Utilized: _____ Vertical Datum: _____ Indicate elevation datum used for the elevations in items a) through h) below. <input type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____ Datum used for building elevations must be the same as that used for the BFE.	
Check the measurement used.	
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	_____ . _____ <input type="checkbox"/> feet <input type="checkbox"/> meters
b) Top of the next higher floor	_____ . _____ <input type="checkbox"/> feet <input type="checkbox"/> meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____ . _____ <input type="checkbox"/> feet <input type="checkbox"/> meters
d) Attached garage (top of slab)	_____ . _____ <input type="checkbox"/> feet <input type="checkbox"/> meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	_____ . _____ <input type="checkbox"/> feet <input type="checkbox"/> meters
f) Lowest adjacent (finished) grade next to building (LAG)	_____ . _____ <input type="checkbox"/> feet <input type="checkbox"/> meters
g) Highest adjacent (finished) grade next to building (HAG)	_____ . _____ <input type="checkbox"/> feet <input type="checkbox"/> meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	_____ . _____ <input type="checkbox"/> feet <input type="checkbox"/> meters

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION			
This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.			
<input type="checkbox"/> Check here if comments are provided on back of form.		Were latitude and longitude in Section A provided by a licensed land surveyor? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Check here if attachments.			
Certifier's Name		License Number	
Title	Company Name		
Address	City	State	ZIP Code
Signature	Date	Telephone	

PLACE
SEAL
HERE

ELEVATION CERTIFICATE, page 2

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments

Signature

Date

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E3. Attached garage (top of slab) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments.**SECTION G – COMMUNITY INFORMATION (OPTIONAL)**

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

- G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued
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G7. This permit has been issued for: ☐ New Construction ☐ Substantial ImprovementG8. Elevation of as-built lowest floor (including basement) of the building: _____ . _____ ☐ feet ☐ meters Datum _____G9. BFE or (in Zone AO) depth of flooding at the building site: _____ . _____ ☐ feet ☐ meters Datum _____G10. Community's design flood elevation: _____ . _____ ☐ feet ☐ meters Datum _____

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

☐ Check here if attachments.

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:
<p>If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.</p>			

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Instructions for Completing the Elevation Certificate

OMB No. 1660-0008
Expiration Date: July 31, 2015

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information when elevation information is required for Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. Community officials who are authorized by law or ordinance to provide floodplain management information may also complete this form. For Zones AO and A (without BFE), a community official, a property owner, or an owner's representative may provide information on this certificate, unless the elevations are intended for use in supporting a request for a LOMA or LOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA or LOMR-F.

The property owner, the owner's representative, or local official who is authorized by law to administer the community floodplain ordinance can complete Section A and Section B. The partially completed form can then be given to the land surveyor, engineer, or architect to complete Section C. The land surveyor, engineer, or architect should verify the information provided by the property owner or owner's representative to ensure that this certificate is complete.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

SECTION A – PROPERTY INFORMATION

Items A1–A4. This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address, and the lot and block numbers. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home.

A map may be attached to this certificate to show the location of the building on the property. A tax map, FIRM, or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non-residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of the appropriate section if needed, or attach additional comments.

Item A5. Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.5043°, -110.7585°) or degrees, minutes, seconds (e.g., 39° 30' 15.5", -110° 45' 30.7") format. If decimal degrees are used, provide coordinates to at least 4 decimal places or better. When using degrees, minutes, seconds, provide seconds to at least 1 decimal place or better. The latitude and longitude coordinates must be accurate within 66 feet. When the latitude and longitude are provided by a surveyor, check the "Yes" box in Section D and indicate the method used to determine the latitude and longitude in the Comments area of Section D. If the Elevation Certificate is being certified by other than a licensed surveyor, engineer, or architect, this information is not required. Provide the type of datum used to obtain the latitude and longitude. FEMA prefers the use of NAD 1983.

Item A6. If the Elevation Certificate is being used to obtain flood insurance through the NFIP, the certifier must provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

Item A7. Select the diagram on pages 7–9 that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C2.a–h. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified.

Item A8.a Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6–9 on pages 8–9. Diagram 2, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides.

Items A8.b–d Enter in Item A8.b the number of permanent flood openings in the crawlspace or enclosure(s) that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. Estimate the total net area of all such permanent flood openings in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A8.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A8.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the crawlspace or enclosure(s) have no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter “0” (zero) in Items A8.b–c.

Item A9.a Provide the square footage of the attached garage with or without permanent flood openings. Take the measurement from the outside of the garage.

Items A9.b–d Enter in Item A9.b the number of permanent flood openings in the attached garage that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. Estimate the total net area of all such permanent flood openings in square inches and enter the total in Item A9.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A9.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the garage has no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter “0” (zero) in Items A9.b–c.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Complete the Elevation Certificate on the basis of the FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIRM panel that includes the building's location. Information about the current FIRM is available from the Federal Emergency Management Agency (FEMA) by calling 1-800-358-9616. If a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

For a building in an area that has been annexed by one community but is shown on another community's FIRM, enter the community name and 6-digit number of the annexing community in Item B1, the name of the county or new county, if necessary, in Item B2, and the FIRM index date for the annexing community in Item B6. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction, in Items B4, B5, B7, B8, and B9.

If the map in effect at the time of the building's construction was other than the current FIRM, and you have the past map information pertaining to the building, provide the information in the Comments area of Section D.

Item B1. NFIP Community Name & Community Number. Enter the complete name of the community in which the building is located and the associated 6-digit community number. For a newly incorporated community, use the name and 6-digit number of the new community. Under the NFIP, a “community” is any State or area or political subdivision thereof, or any Indian tribe or authorized native organization, that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP Community Status Book, available on FEMA's web site at <http://www.fema.gov/fema/csb.shtml>, or call 1-800-358-9616.

Item B2. County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter “unincorporated area.” For an independent city, enter “independent city.”

Item B3. State. Enter the 2-letter state abbreviation (for example, VA, TX, CA).

Items B4–B5. Map/Panel Number and Suffix. Enter the 10-character “Map Number” or “Community Panel Number” shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the “Map Number” is the letter “C” followed by a 4-digit map number. For maps not in a county-wide format, enter the “Community Panel Number” shown on the FIRM.

Item B6. FIRM Index Date. Enter the effective date or the map revised date shown on the FIRM Index.

Item B7. FIRM Panel Effective/Revised Date. Enter the map effective date or the map revised date shown on the FIRM panel. This will be the latest of all dates shown on the map. The current FIRM panel effective date can be determined by calling 1-800-358-9616.

Item B8. Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter "A" or "V" are considered Special Flood Hazard Areas. The flood zones are A, AE, A1–A30, V, VE, V1–V30, AH, AO, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

Item B9. Base Flood Elevation(s). Using the appropriate Flood Insurance Study (FIS) Profile, Floodway Data Table, or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site. If the building is located in more than 1 flood zone in Item B8, list all appropriate BFEs in Item B9. BFEs are shown on a FIRM or FIS Profile for Zones A1–A30, AE, AH, V1–V30, VE, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO; flood depth numbers are shown for Zone AO. Use the AR BFE if the building is located in any of Zones AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. In A or V zones where BFEs are not provided on the FIRM, BFEs may be available from another source. For example, the community may have established BFEs or obtained BFE data from other sources for the building site. For subdivisions and other developments of more than 50 lots or 5 acres, establishment of BFEs is required by the community's floodplain management ordinance. If a BFE is obtained from another source, enter the BFE in Item B9. In an A Zone where BFEs are not available, complete Section E and enter N/A for Section B, Item B9. Enter the BFE to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Item B10. Indicate the source of the BFE that you entered in Item B9. If the BFE is from a source other than FIS Profile, FIRM, or community, describe the source of the BFE.

Item B11. Indicate the elevation datum to which the elevations on the applicable FIRM are referenced as shown on the map legend. The vertical datum is shown in the Map Legend and/or the Notes to Users on the FIRM.

Item B12. Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). (OPAs are portions of coastal barriers that are owned by Federal, State, or local governments or by certain non-profit organizations and used primarily for natural resources protection.) Federal flood insurance is prohibited in designated CBRS areas or OPAs for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS or OPA designation. For the first CBRS designations, that date is October 1, 1983. Information about CBRS areas and OPAs may be obtained on the FEMA web site at <http://www.fema.gov/business/nfip/cbrs/cbrs.shtm>.

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

Complete Section C if the building is located in any of Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO, or if this certificate is being used to support a request for a LOMA or LOMR-F. If the building is located in Zone AO or Zone A (without BFE), complete Section E instead. To ensure that all required elevations are obtained, it may be necessary to enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or machinery and equipment).

Surveyors may not be able to gain access to some crawlspaces to shoot the elevation of the crawlspace floor. If access to the crawlspace is limited or cannot be gained, follow one of these procedures.

- Use a yardstick or tape measure to measure the height from the floor of the crawlspace to the "next higher floor," and then subtract the crawlspace height from the elevation of the "next higher floor." If there is no access to the crawlspace, use the exterior grade next to the structure to measure the height of the crawlspace to the "next higher floor."
- Contact the local floodplain administrator of the community in which the building is located. The community may have documentation of the elevation of the crawlspace floor as part of the permit issued for the building.
- If the property owner has documentation or knows the height of the crawlspace floor to the next higher floor, try to verify this by looking inside the crawlspace through any openings or vents.

In all 3 cases, provide the elevation in the Comments area of Section D on the back of the form and a brief description of how the elevation was obtained.

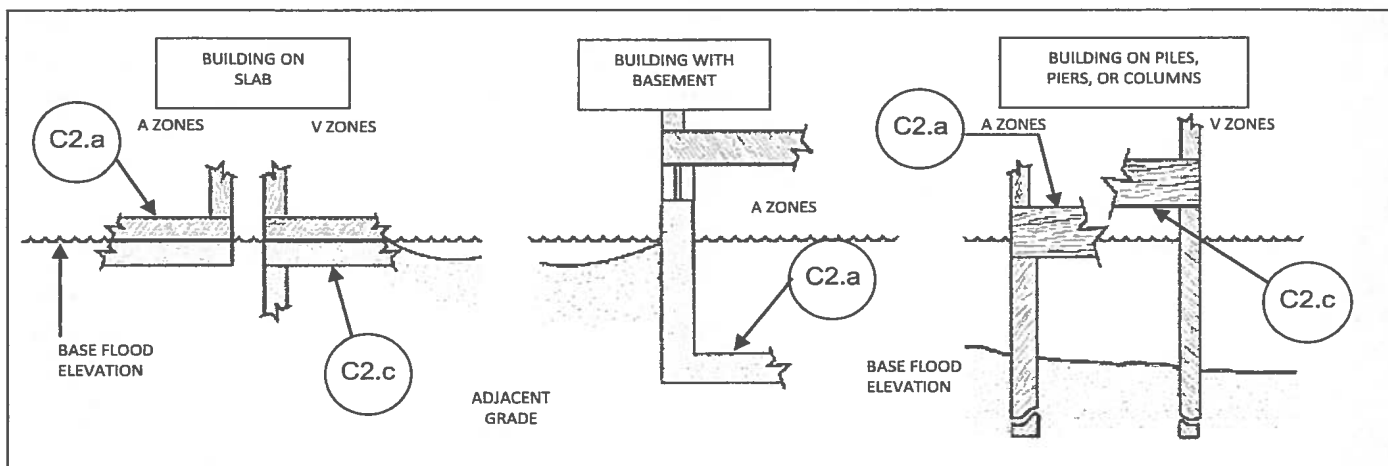
Item C1. Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first 2 choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those elevations that can be surveyed in Items C2.a–h. Use the Comments area of Section D to provide elevations obtained from the construction plans or drawings. Select “Finished Construction” only when all machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

Item C2. A field survey is required for Items C2.a–h. Most control networks will assign a unique identifier for each benchmark. For example, the National Geodetic Survey uses the Permanent Identifier (PID). For the benchmark utilized, provide the PID or other unique identifier assigned by the maintainer of the benchmark. For GPS survey, indicate the benchmark used for the base station, the Continuously Operating Reference Stations (CORS) sites used for an On-line Positioning User Service (OPUS) solution (also attach the OPUS report), or the name of the Real Time Network used.

Also provide the vertical datum for the benchmark elevation. All elevations for the certificate, including the elevations for Items C2.a–h, must use the same datum on which the BFE is based. Show the conversion from the field survey datum used if it differs from the datum used for the BFE entered in Item B9 and indicate the conversion software used. Show the datum conversion, if applicable, in the Comments area of Section D.

For property experiencing ground subsidence, the most recent reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted. Enter elevations in Items C2.a–h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Items C2.a–d Enter the building elevations (excluding the attached garage) indicated by the selected building diagram (Item A7) in Items C2.a–c. If there is an attached garage, enter the elevation for top of attached garage slab in Item C2.d. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If the building is located in a V zone on the FIRM, complete Item C2.c. If the flood zone cannot be determined, enter elevations for all of Items C2.a–h. For buildings in A zones, elevations a, b, d, and e should be measured at the top of the floor. For buildings in V zones, elevation c must be measured at the bottom of the lowest horizontal structural member of the floor (see drawing below). For buildings



elevated on a crawlspace, Diagrams 8 and 9, enter the elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents). If any item does not apply to the building, enter “N/A” for not applicable.

Item C2.e Enter the lowest platform elevation of at least 1 of the following machinery and equipment items: elevators and their associated equipment, furnaces, hot water heaters, heat pumps, and air conditioners in an attached garage or enclosure or on an open utility platform that provides utility services for the building. Note that elevations for these specific machinery and equipment items are required in order to rate the building for flood insurance. Local floodplain management officials are required to ensure that all machinery and equipment servicing the building are protected from flooding. Thus, local officials may require that elevation information for all machinery and equipment, including ductwork, be documented on the Elevation Certificate. If the machinery and/or equipment is mounted to a wall, pile, etc., enter the platform elevation of the machinery and/

or equipment. Indicate machinery/equipment type and its general location, e.g., on floor inside garage or on platform affixed to exterior wall, in the Comments area of Section D or Section G, as appropriate. If this item does not apply to the building, enter "N/A" for not applicable.

Items C2.f–g Enter the elevation of the ground, sidewalk, or patio slab immediately next to the building. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

Item C2.h Enter the lowest grade elevation at the deck support or stairs. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

Complete as indicated. This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by law to certify elevation information. Place your license number, your seal (as allowed by the State licensing board), your signature, and the date in the box in Section D. You are certifying that the information on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D, on the back of the certificate, to provide datum, elevation, openings, or other relevant information not specified on the front.

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

Complete Section E if the building is located in Zone AO or Zone A (without BFE). Otherwise, complete Section C instead. Explain in the Section F Comments area if the measurement provided under Items E1–E4 is based on the "natural grade."

Items E1.a and b Enter in Item E1.a the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG). Enter in Item E1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the lowest adjacent grade (LAG). For buildings in Zone AO, the community's floodplain management ordinance requires the lowest floor of the building be elevated above the highest adjacent grade at least as high as the depth number on the FIRM. Buildings in Zone A (without BFE) may qualify for a lower insurance rate if an engineered BFE is developed at the site.

Item E2. For Building Diagrams 6–9 with permanent flood openings (see pages 8–9), enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the next higher floor or elevated floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG).

Item E3. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, for the top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If this item does not apply to the building, enter "N/A" for not applicable.

Item E4. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, of the platform elevation that supports the machinery and/or equipment servicing the building. Indicate machinery/equipment type in the Comments area of Section F. If this item does not apply to the building, enter "N/A" for not applicable.

Item E5. For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community's floodplain management ordinance.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

Complete as indicated. This section is provided for certification of measurements taken by a property owner or property owner's representative when responding to Sections A, B, and E. The address entered in this section must be the actual mailing address of the property owner or property owner's representative who provided the information on the certificate.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

Complete as indicated. The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Section C may be filled in by the local official as provided in the instructions below for Item G1. If the authorized community official completes Sections C, E, or G, complete the appropriate item(s) and sign this section.

Check **Item G1** if Section C is completed with elevation data from other documentation, including elevations obtained from the Community Rating System Elevation Software, that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by law to certify elevation information, and you performed the actual survey for a building in Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/A1–A30, AR/AE, AR/AH, or AR/AO, you must also complete Section D.

Check **Item G2** if information is entered in Section E by the community for a building in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

Check **Item G3** if the information in Items G4–G10 has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G4–G10 provide a way to document these determinations.

Item G4. Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

Item G5. Date Permit Issued. Enter the date the permit was issued for the building.

Item G6. Date Certificate of Compliance/Occupancy Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

Item G7. New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement. The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

Item G8. As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

Item G9. BFE. Using the appropriate FIRM panel, FIS Profile, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

Item G10. Community's design flood elevation. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor to be elevated. Indicate the elevation datum used.

Enter your name, title, and telephone number, and the name of the community. Sign and enter the date in the appropriate blanks.

Building Diagrams

The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood openings in square inches in Items A8.a–c, the square footage of attached garage and the area of flood openings in square inches in Items A9.a–c, and the elevations in Items C2.a–h.

In A zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, the floor elevation is taken at the bottom of the lowest horizontal structural member (see drawing in instructions for Section C).

DIAGRAM 1A

All slab-on-grade single- and multiple-floor buildings (other than split-level) and high-rise buildings, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor is at or above ground level (grade) on at least 1 side.*

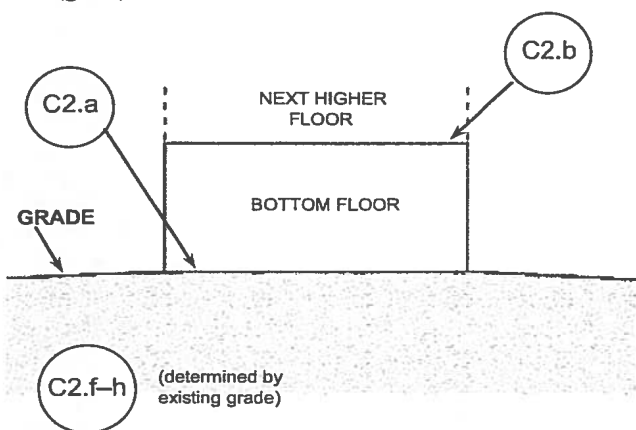


DIAGRAM 1B

All raised-slab-on-grade or slab-on-stem-wall-with-fill single- and multiple-floor buildings (other than split-level), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor is at or above ground level (grade) on at least 1 side.*

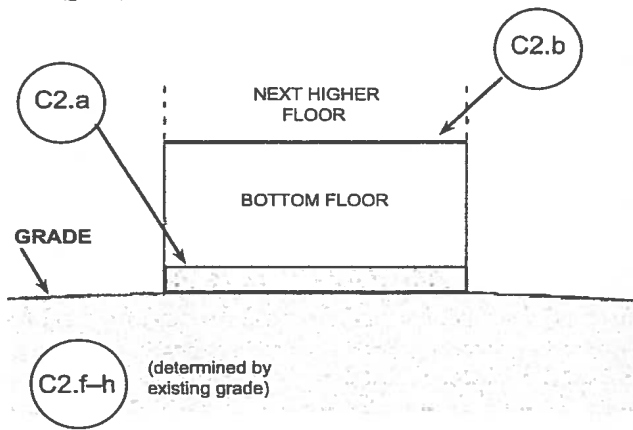
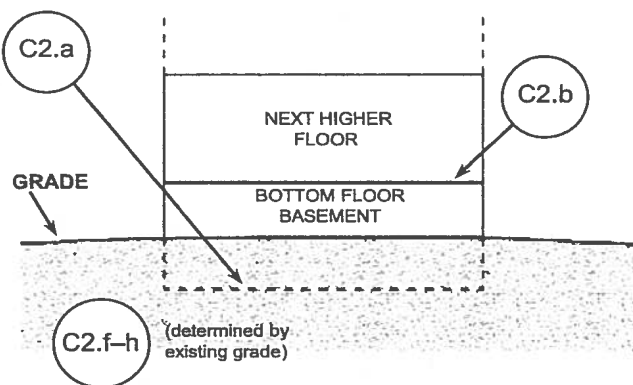


DIAGRAM 2

All single- and multiple-floor buildings with basement (other than split-level) and high-rise buildings with basement, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*

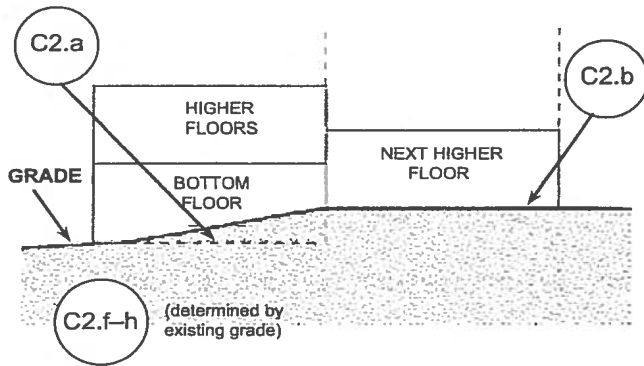


* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

DIAGRAM 3

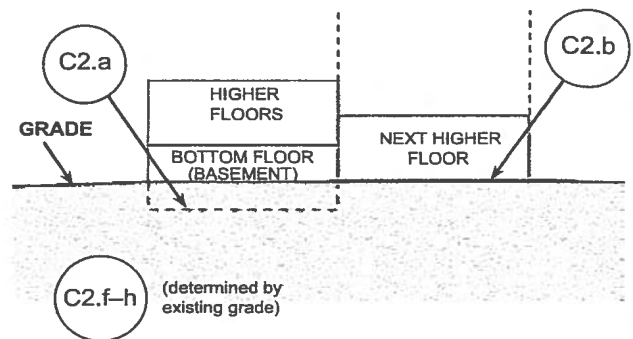
All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (excluding garage) is at or above ground level (grade) on at least 1 side.*

**DIAGRAM 4**

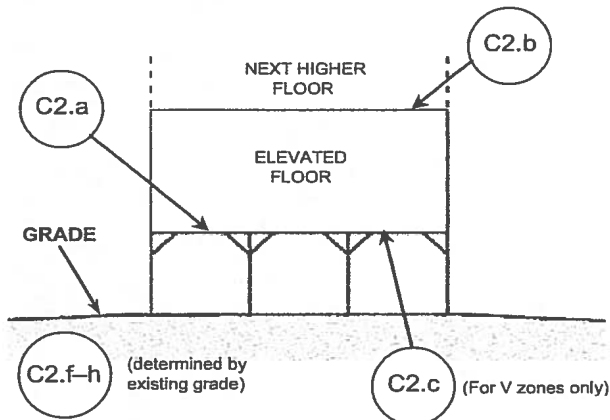
All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*

**DIAGRAM 5**

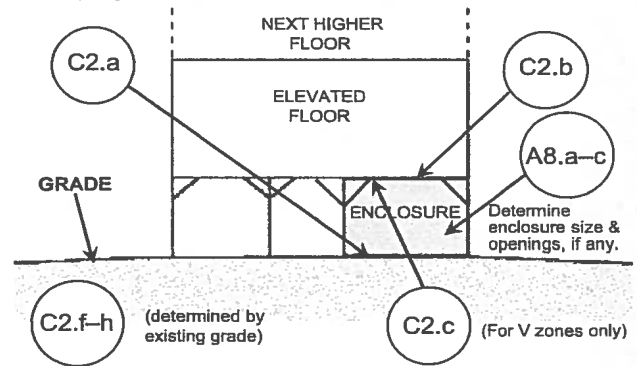
All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).

**DIAGRAM 6**

All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



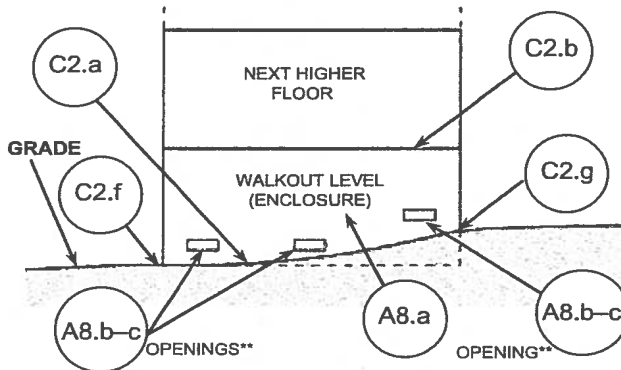
* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

DIAGRAM 7

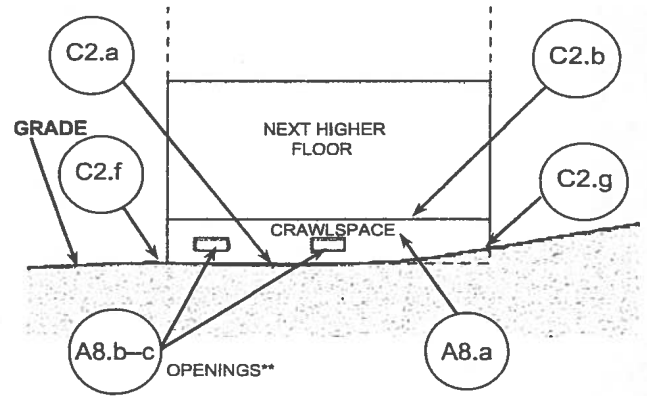
All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least 1 side is at or above grade. The principal use of this building is located in the elevated floors of the building.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.

**DIAGRAM 8**

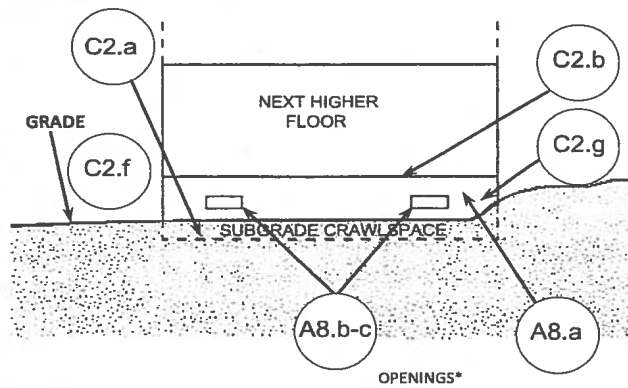
All buildings elevated on a crawlspace with the floor of the crawlspace at or above grade on at least 1 side, with or without an attached garage.

Distinguishing Feature – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings** present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A – Property Information.

**DIAGRAM 9**

All buildings (other than split-level) elevated on a sub-grade crawlspace, with or without attached garage.

Distinguishing Feature – The bottom (crawlspace) floor is below ground level (grade) on all sides.* (If the distance from the crawlspace floor to the top of the next higher floor is more than 5 feet, or the crawlspace floor is more than 2 feet below the grade [LAG] on all sides, use Diagram 2.)



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

AGENDA ITEM #25.a.



July 16, 2013

Galveston County Parks & Senior Services
Attn: John Williams
4102 Main Street (FM 519)
La Marque, Texas 77568
409-934-8120

RE: Surveying services for a 64 Acre tract, called Edgewater Park, Section Two in Bacliff, Texas.

Scope of Services

Dear Mr. Williams,

Halff Associates is pleased to submit this proposal to provide a Topographic Survey of the above referenced tract of land. The survey will be referenced to published Tropical Storm Allison Recovery Project (TSARP) benchmarks with elevations on the North American Vertical Datum of 1988 (NAVD88), 2001 Adjustment unless another datum is requested. The following are surveying items included:

- A 200 foot by 200 foot grid inside the subject tract will be based on the south and east property lines.
- The 100 foot cross sections of the drainage ditch along the south property line will extend 100 feet past the southwest property corner. 100 foot cross sections on the two north property line ditches and extending 100 feet past west property line.
- The site improvements, such as fences, power poles, manholes, valves, hydrants, inlets, signs, trees and other visible improvements in the project area will be field located.
- Manholes and grate inlets located as part of the survey will be opened and invert elevations will be taken along with pipe sizes.
- Any trees that are 4" or larger will be located.
- Any mounds, holes, ditches, areas holding water and depth (presuming they are fairly shallow), including the toe, mid-point and peak or flow lines, any features or irregular breaks in elevation, lip of old fish ponds, at a 50 to 100' grid, or as needed to convey consistency of site items.
- Provide one foot contours across the site.

The survey will substantially conform to the Texas Society of Professional Land Surveyor Standards and Specifications for a Category 6 Survey.



We propose a lump sum fee of \$12,800 to perform these services. Weather permitting; we can deliver the survey within 20 working days from the time we receive your **written** order to proceed, by either fax or email. My fax number is 713-588-2488; my email address is jahmad@halff.com and please copy my assistant Ryan McElroy at rmcelroy@halff.com with all correspondence. This quote will be honored for up to 30 days from the date of this proposal.

This proposal does not include research effort normally performed by a title company. Additional research; surveying services required to address comments, etc. outside the original scope of this proposal; using a different surveyor's certificate; or changes made to the survey after completion (if so required), will be considered additional services and can be provided to you on an hourly basis and a separate budget using the following hourly rates; \$125 an hour for a 2 man survey crew, \$170 an hour for a 3 man survey crew, \$90 an hour for a survey technician and/or CADD person, \$150 an hour for a Registered Professional Land Surveyor, and \$135 an hour for an Environmental Scientist.

Payment for services authorized and rendered are not contingent on third party agreements or "closing" the property. Any payment due Halff Associates that is not received within thirty (30) days after receipt of the statement will be increased at the rate of 1.5% per month for each month beyond the 30-day period. In addition, Halff Associates may, after giving a seven 7-day written notice, suspend services under this agreement until all amounts due have been paid in full. Furthermore, Halff Associates may withhold drawings, documents, reports, or any other tangible items produced under the terms of this agreement until all outstanding invoices are paid.

We trust this proposal is satisfactory. We appreciate the opportunity to be of service to Galveston County Parks & Senior Services. If this proposal meets with your approval, please sign and date in the spaces provided below and return one copy as your order to proceed and approval of the budget. Please call me if you have any questions.

Sincerely,
HALFF ASSOCIATES, INC.

Jibrael K. Ahmad, RPLS, CFM
Houston Survey Manager



APPROVED:

It is understood and agreed that by signing this proposal you agree with the attached "General Terms and Conditions of Surveying" and access to the property referenced in this proposal is granted for the purpose of conducting field survey work.

Galveston County Parks & Senior Services:

By: _____

Kelly Snook

Date: _____

7/30/13

Galveston County:

By: _____

~~Mark Henry, County Judge~~
Stephen D. Holmes,
Acting County Judge

Date: _____

7/23/13

Attest:

By: _____

Dwight Sullivan, County Clerk

Date: _____

7/23/13

cc: File

Attachments: Halff General Terms and Conditions for Surveying

HALFF ASSOCIATES, INC. - General Terms and Conditions for Surveying

I. SCOPE

Halff Associates, Inc. (hereinafter "Surveyor") agrees to perform the services described in the attached Scope of Services which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by Galveston County Parks and Senior Services (hereinafter "Client"), shall constitute a binding Agreement on both parties.

II. COMPENSATION - Client agrees to pay monthly invoices in accordance with applicable Texas law, including the Texas Prompt Payment Act (PPA),

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

III. RESPONSIBILITY X.

Surveyor is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Surveyor will perform, as an independent contractor, all services under this contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the profession, both public and private, currently practicing in the same locality, under similar conditions.

In performing professional services, Surveyor shall act as agent of Client. Surveyor's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work. It is understood that any inspection services provided by Surveyor are for the purpose of determining compliance with the technical provisions of the project specifications and do not constitute any form of guarantee or insurance with respect to the performance of a contractor. Surveyor does not assume responsibility for methods or appliances used by a contractor, for safety of construction

work, or for compliance by contractors with laws and regulations.

Surveyor shall not be required to provide any certification, assignment, warrant or other documentation related to its work but, upon request and for a separate fee and at Surveyor's sole discretion, Surveyor may agree to provide certain written statements regarding its services. Such statements shall be in a form acceptable to Surveyor and shall be requested with sufficient advance notice to allow Surveyor to review the documents and prepare a suitable statement.

IV. SCOPE OF CLIENT SERVICES

Client agrees to provide site access, and to provide those services described in the Scope of Services.

V. INDEMNIFICATION

Surveyor agrees to indemnify and hold Client harmless from any actual damage, liability or costs, including reasonable attorney's fees and expenses, to the extent caused directly by a negligent act or omission or willful misconduct of Surveyor, Surveyor's subconsultants or those for whom Surveyor is legally liable, in the performance of the professional services which are the subject of this Agreement.

In the event that Client is found to be concurrently negligent, Surveyor shall not indemnify for the proportionate negligence of Client, but shall indemnify for the portion of negligence solely attributable to Surveyor, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

VI. INSURANCE

Surveyor shall maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.

D. Professional liability insurance.

VII. SUBCONTRACTS

Surveyor shall be entitled, to the extent determined appropriate by Surveyor, to subcontract any portion of the work described in the Scope of Services.

VIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Neither this Agreement, nor any claims, rights, obligations or duties associated hereto, shall be assigned or assignable by either Client or Surveyor without the prior written consent of the other party.

IX. INTEGRATION

These terms and conditions and the letter agreement (Scope of Services) to which they are attached represent the entire understanding of Client and Surveyor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION AND VENUE

This Agreement shall be administered and interpreted under the laws of the State of Texas. Exclusive jurisdiction of litigation arising from the Agreement shall be in Galveston County, Texas. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XI. SUSPENSION OF SERVICES

A. If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Surveyor shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs. In addition, there shall be an equitable adjustment in the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Surveyor may, at its option, terminate this Agreement upon giving notice in

writing to the Client. Surveyor may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work.

- B. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Surveyor may suspend performance of services upon five (5) calendar days notice to the Client. The Surveyor shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

XII. TERMINATION OF WORK

Either the Client or the Surveyor may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The Client shall within ten (10) calendar days of termination pay the Surveyor for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

XIII. TAXES

The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes which are promulgated following execution of this Agreement. Client agrees to reimburse Surveyor and its subconsultants for the taxes paid by Surveyor and its subconsultants in accordance with the laws and regulations of the applicable taxing authorities.

XIV. ALTERNATIVE DISPUTE RESOLUTION

Any conflicts that arise during the work described by this Agreement or following the completion thereof shall be submitted to nonbinding mediation unless the parties agree otherwise. The parties further agree to require all independent contractors and consultants retained in connection with this Agreement to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators.

XV. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. AGREED REMEDIES

In recognition of the relative risks and benefits of the Project to both the Client and the Surveyor, and acknowledging that the allocation of risks and limitations of remedies are business understandings between the parties and such shall apply to all possible theories of recovery, Client agrees, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of

the Surveyor and the Surveyor's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes of the Surveyor or the Surveyor's officers, directors, employees, agents, and subconsultants, shall not exceed the Surveyor's fee for the services performed under this Agreement or \$50,000, whichever is greater. Increased limits may be negotiated for additional fee.

Further, it is the intent of the parties to this Agreement that Surveyor's services under this Agreement shall not subject Surveyor's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

XVII. TIMELINESS OF PERFORMANCE

The Surveyor will perform its services with due and reasonable diligence consistent with sound professional practices.

XVIII. WAIVER

Any failure by Surveyor to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Surveyor may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.



October 30, 2013

Galveston County Parks & Senior Services
Attn: John Williams
4102 Main Street (FM 519)
La Marque, Texas 77568
(409) 934-8120

Re: Surveying services for a 64 Acre tract, called Edgewater Park, Section Two in Bacliff, Texas.

Scope of Services

Dear Mr. Williams,

Halff Associates is pleased to submit this proposal to provide a Topographic Survey of the above referenced tract of land. The survey will be referenced to published Tropical Storm Allison Recovery Project (TSARP) benchmarks with elevations on the North American Vertical Datum of 1988 (NAVD88), 2001 Adjustment unless another datum is requested. The following are surveying items included:

- A 200 foot by 200 foot grid inside the subject tract will be based on the south and east property lines.
- The 100 foot cross sections of the drainage ditch along the south property line will extend 100 feet past the southwest property corner. 100 foot cross sections on the two north property line ditches and extending 100 feet past west property line.
- The site improvements, such as fences, power poles, manholes, valves, hydrants, inlets, signs, trees and other visible improvements in the project area will be field located.
- Manholes and grate inlets located as part of the survey will be opened and invert elevations will be taken along will pipe sizes.
- Any trees that are 4" or larger will be located.
- Any mounds, holes, ditches, areas holding water and depth (presuming they are fairly shallow), including the toe, mid-point and peak of flow lines, any features or irregular breaks in elevation, lip of old fish ponds, at a 50 to 100' grid, or as needed to convey consistency of site items.
- Provide one foot contours across the site.

The survey will substantially conform to the Texas Society of Professional Land Surveyor Standards and Specifications for a Category 6 Survey.

We propose a lump sum fee of \$9,000.00 to perform these services. Weather permitting; we can deliver the survey within 20 working days from the time we receive your **written** order to proceed, by either fax or email. My fax number is (281) 310-5259; my email address is choward@halff.com and please copy my assistant Ryan McElroy at rmcelroy@halff.com with all correspondence. This quote will be honored for up to 30 days from the date of this proposal.



This proposal does not include research effort normally performed by a title company. Additional research; surveying services required to address comments, etc. outside the original scope of this proposal; using a different surveyor's certificate; or changes made to the survey after completion (if so required), will be considered additional services and can be provided to you on an hourly basis and a separate budget using the following hourly rates; \$125 an hour for a 2man survey crew, \$170 an hour for a 3 man survey crew, \$90 an hour for a survey technician and/or CADD person, \$150 an hour for a Registered Professional Land Surveyor, and \$135 an hour for an Environmental Scientist.

Payment for services authorized and rendered are not contingent on third party agreements or "closing" the property. Any payment due Halff Associates that is not received within thirty (30) days after receipt of the statement will be increased at the rate of 1.5% per month for each month beyond the 30-day period. In addition, Halff Associates may, after giving a seven 7-day written notice, suspend services under this agreement until all amounts due have been paid in full. Furthermore, Halff Associates may withhold drawings, documents, reports, or any other tangible items produced under the terms of this agreement until all outstanding invoices are paid.

We trust this proposal is satisfactory. We appreciate the opportunity to be of service to Galveston County Parks & Senior Services. If this proposal meets your approval, please sign and date in the spaces provided below and return one copy as your order to proceed and approval of the budget. Please call me if you have any questions.

Sincerely,
HALFF ASSOCIATES, INC.

A handwritten signature in dark ink, appearing to read "Joel Howard", is written over the printed name.

Joel (Chris) Howard, RPLS, PLS
Houston Survey Manager

APPROVED:

It is understood and agreed that by signing this proposal you agree with the attached "General Terms and Conditions of Surveying" and access to the property referenced in this proposal is granted for the purpose of conducting field survey work.

Galveston County Parks & Senior Services:

By: _____ Date: _____

Cc: File

Attachments: Halff General Terms and Conditions for Surveying

HALFF ASSOCIATES, INC. - General Terms and Conditions for Surveying

I. SCOPE

Halff Associates, Inc. (hereinafter "Surveyor") agrees to perform the services described in the attached Scope of Services which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by Galveston County Parks and Senior Services (hereinafter "Client"), shall constitute a binding Agreement on both parties.

II. COMPENSATION - Client agrees to pay monthly invoices in accordance with applicable Texas law, including the Texas Prompt Payment Act (PPA),

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

III. RESPONSIBILITY X.

Surveyor is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Surveyor will perform, as an independent contractor, all services under this contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the profession, both public and private, currently practicing in the same locality, under similar conditions.

In performing professional services, Surveyor shall act as agent of Client. Surveyor's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work. It is understood that any inspection services provided by Surveyor are for the purpose of determining compliance with the technical provisions of the project specifications and do not constitute any form of guarantee or insurance with respect to the performance of a contractor. Surveyor does not assume responsibility for methods or appliances used by a contractor, for safety of construction

work, or for compliance by contractors with laws and regulations.

Surveyor shall not be required to provide any certification, assignment, warrant or other documentation related to its work but, upon request and for a separate fee and at Surveyor's sole discretion, Surveyor may agree to provide certain written statements regarding its services. Such statements shall be in a form acceptable to Surveyor and shall be requested with sufficient advance notice to allow Surveyor to review the documents and prepare a suitable statement.

IV. SCOPE OF CLIENT SERVICES

Client agrees to provide site access, and to provide those services described in the Scope of Services.

V. INDEMNIFICATION

Surveyor agrees to indemnify and hold Client harmless from any actual damage, liability or costs, including reasonable attorney's fees and expenses, to the extent caused directly by a negligent act or omission or willful misconduct of Surveyor, Surveyor's subconsultants or those for whom Surveyor is legally liable, in the performance of the professional services which are the subject of this Agreement.

In the event that Client is found to be concurrently negligent, Surveyor shall not indemnify for the proportionate negligence of Client, but shall indemnify for the portion of negligence solely attributable to Surveyor, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

VI. INSURANCE

Surveyor shall maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.

D. Professional liability insurance.

VII. SUBCONTRACTS

Surveyor shall be entitled, to the extent determined appropriate by Surveyor, to subcontract any portion of the work described in the Scope of Services.

VIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Neither this Agreement, nor any claims, rights, obligations or duties associated hereto, shall be assigned or assignable by either Client or Surveyor without the prior written consent of the other party.

IX. INTEGRATION

These terms and conditions and the letter agreement (Scope of Services) to which they are attached represent the entire understanding of Client and Surveyor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION AND VENUE

This Agreement shall be administered and interpreted under the laws of the State of Texas. Exclusive jurisdiction of litigation arising from the Agreement shall be in Galveston County, Texas. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XI. SUSPENSION OF SERVICES

- A. If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Surveyor shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs. In addition, there shall be an equitable adjustment in the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Surveyor may, at its option, terminate this Agreement upon giving notice in

writing to the Client. Surveyor may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work.

- B. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Surveyor may suspend performance of services upon five (5) calendar days notice to the Client. The Surveyor shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

XII. TERMINATION OF WORK

Either the Client or the Surveyor may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The Client shall within ten (10) calendar days of termination pay the Surveyor for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

XIII. TAXES

The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes which are promulgated following execution of this Agreement. Client agrees to reimburse Surveyor and its subconsultants for the taxes paid by Surveyor and its subconsultants in accordance with the laws and regulations of the applicable taxing authorities.

XIV. ALTERNATIVE DISPUTE RESOLUTION

Any conflicts that arise during the work described by this Agreement or following the completion thereof shall be submitted to nonbinding mediation unless the parties agree otherwise. The parties further agree to require all independent contractors and consultants retained in connection with this Agreement to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators.

XV. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. AGREED REMEDIES

In recognition of the relative risks and benefits of the Project to both the Client and the Surveyor, and acknowledging that the allocation of risks and limitations of remedies are business understandings between the parties and such shall apply to all possible theories of recovery, Client agrees, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of

the Surveyor and the Surveyor's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes of the Surveyor or the Surveyor's officers, directors, employees, agents, and subconsultants, shall not exceed the Surveyor's fee for the services performed under this Agreement or \$50,000, whichever is greater. Increased limits may be negotiated for additional fee.

Further, it is the intent of the parties to this Agreement that Surveyor's services under this Agreement shall not subject Surveyor's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

XVII. TIMELINESS OF PERFORMANCE

The Surveyor will perform its services with due and reasonable diligence consistent with sound professional practices.

XVIII. WAIVER

Any failure by Surveyor to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Surveyor may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

AGENDA ITEM #26.a.1.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Community Services	BA 14-022-1126-A
Date Submitted:	November 15, 2013	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

GENERAL EXPLANATION:

Intra-departmental request to fund agreement with Friends For Life Guardianship Services for fiscal year 2014.

This budget amendment does not increase the budget for FY 2014.

TRANSFER FROM

Fund	Department	Line Item:	Amount	<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
1101 - General Fund	443100 - Indigent Care and Medication	5100000 - Salaries	\$ 169,400	
1101 - General Fund	443100 - Indigent Care and Medication	5151000 - Group Health Insurance	24,200	
1101 - General Fund	443100 - Indigent Care and Medication	5152102 - Medicare - FICA Payments	2,700	
1101 - General Fund	443100 - Indigent Care and Medication	5153000 - Pension	18,800	
1101 - General Fund	443100 - Indigent Care and Medication	5154000 - Alternate Plan	14,900	
TOTAL - Transfer From			\$ 230,000	

TRANSFER TO

Fund	Department	Line Item:	Amount	<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
1101 - General Fund	443100 - Indigent Care and Medication	5481000 - Contract Services	230,000	
TOTAL - Transfer To			\$ 230,000	

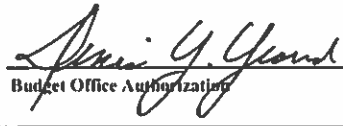
ADDITIONAL COMMENTS:

The Director of Community Services is requesting an intra-departmental transfer of funds to cover the agreement with Friends For Life for Guardianship Services thorough the end of fiscal year 2014.

	Indigent Care and Medication - Salaries	Indigent Care and Medication - Various Fringe Benefits	Indigent Care and Medication - Contract Services
Beginning Balance, November 15, 2013	\$289,810	\$103,723	\$0
BA 14-022-1126-A	-\$169,400	-\$60,600	\$230,000
Total Funds Available	\$120,410	\$43,123	\$230,000
Expenditures and Encumbrances to date	\$32,833	\$12,301	\$0
Funds Available Upon Approval	\$87,577	\$30,822	\$230,000

Departmental Authorization _____ Date _____

Human Resources Department _____ Date _____

for  11/19/2013
Budget Office Authorization _____ Date _____

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: _____

Date: _____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____

Date Approved: _____

AGENDA ITEM #26.a.2.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Various Departments	BA 14-023-1126-B
Date Submitted:	November 18, 2013	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

GENERAL EXPLANATION:

Request to fund cell phone allowances - Guardianship Program through February 2014.

This budget amendment does not increase the budget for FY 2014.

TRANSFER FROM

Fund	Department	Line Item:	Amount
1101 - General Fund	11000 - General Government	5492306 - Cell Phone Allowance	960
TOTAL - Transfer From			\$ 960

*Auditor Use Only
Account Balance
Sufficient
(Y/N)*

TRANSFER TO

Fund	Department	Line Item:	Amount
1101 - General Fund	443100 - Indigent Care and Medication	5492306 - Cell Phone Allowance	960
TOTAL - Transfer To			\$ 960

*Auditor Use Only
Account Balance
Sufficient
(Y/N)*

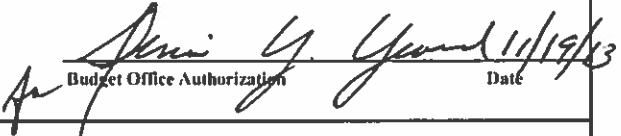
ADDITIONAL COMMENTS:

The Director of Professional Services is requesting funds to cover cell phone allowances - the Guardianship Program through February 2014.

	General Government - Cell Phone Allowance	Indigent Care and Medication - Cell Phone Allowance
Beginning Balance, November 18, 2013	\$5,560	\$0
BA 14-023-1126-B	-\$960	\$960
Total Funds Available	\$4,600	\$960
Expenditures and Encumbrances to date	\$0	\$160
Funds Available Upon Approval	\$4,600	\$800

Departmental Authorization _____ Date _____

Human Resources Department _____ Date _____


 Budget Office Authorization _____ Date 11/19/13

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: _____

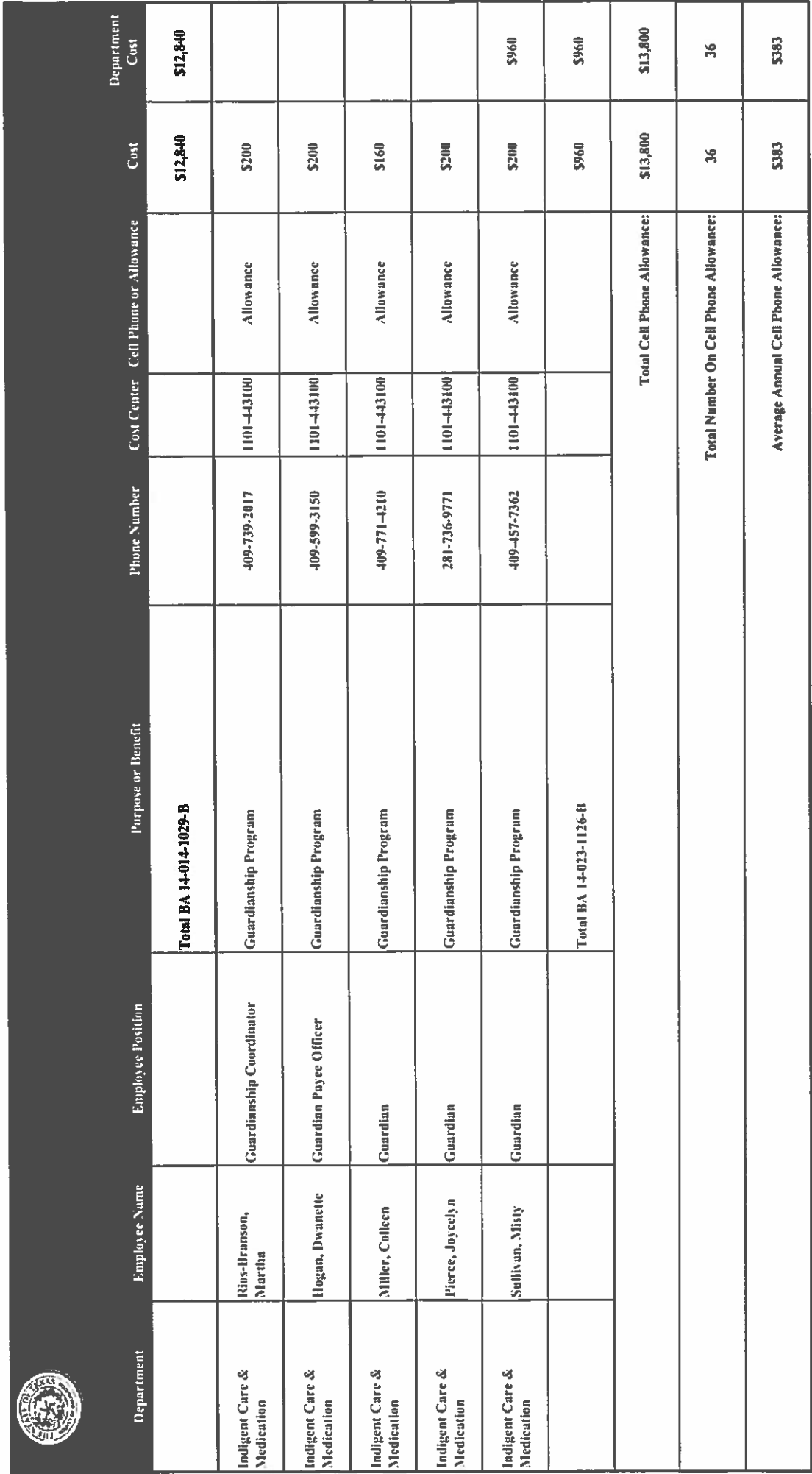
Date: _____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____

Date Approved: _____



AGENDA ITEM #26.a.3.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Fleet Management	BA 14-024-1126-C
Date Submitted:	November 18, 2013	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

GENERAL EXPLANATION:

Request to fund replacement of two vehicles which were involved in accidents and would be too costly to repair per Fleet Manager.

This budget amendment does not increase the budget for FY 2014.

TRANSFER FROM

Fund	Department	Line Item:	Amount	<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
1101 - General Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	63,900	
TOTAL - Transfer From			\$ 63,900	

TRANSFER TO

Fund	Department	Line Item:	Amount	<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
1101 - General Fund	172111 - Fleet Management	5742000 - Capital Outlay - Vehicles	63,900	
TOTAL - Transfer To			\$ 63,900	

ADDITIONAL COMMENTS:

The Fleet Manager is requesting funds to replace two vehicles which were involved in accidents and would be too costly to repair. The estimated cost to replace the 2005 Ford F150 Pickup Truck (Unit C7506 - Parks Department - Accident 08/13/2013) is \$28,500. The estimated cost to replace the 2010 Ford Crown Victoria (Unit C3007 - Sheriff's Department - Accident - 09/08/2013) is \$35,400. The request for disposal of these two vehicles was approved in Commissioners Court on October 29, 2013.

	General Fund - Budgeted Reserves	Fleet Management - Capital Outlay - Vehicles
Beginning Balance, November 18, 2013	\$15,619,506	\$0
BA 14-024-1126-C	-\$63,900	\$63,900
Total Funds Available	\$15,555,606	\$63,900
Expenditures and Encumbrances to date	\$0	\$0
Funds Available Upon Approval	\$15,555,606	\$63,900

Departmental Authorization _____ Date _____

Human Resources Department _____ Date _____

Dennis G. Ykarnet 11/19/2013
Budget Office Authorization _____ Date _____

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: _____

Date: _____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____

Date Approved: _____

AGENDA ITEM #26.a.4.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Parks and Senior Citizens	BA 14-025-1126-D
Date Submitted:	November 18, 2013	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

GENERAL EXPLANATION:

Request to budget revenue and expenditure line items for the donations received from the inaugural garage sale (\$1,345.68) and from the health fair (\$2,265).

This budget amendment does increase the budget for FY 2014.

TRANSFER FROM

Fund	Department	Line Item:	Amount	<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
2121 - Donations to Galveston County	451116 - Donations to Seniors	4852018 - Donations to Senior Citizens	3,611	
TOTAL - Transfer From			\$ 3,611	

TRANSFER TO

Fund	Department	Line Item:	Amount	<i>Auditor Use Only Account Balance Sufficient (Y/N)</i>
2121 - Donations to Galveston County	451116 - Donations to Seniors	5481000 - Contract Services	3,611	
TOTAL - Transfer To			\$ 3,611	

ADDITIONAL COMMENTS:

The Director of Parks and Senior Citizens is requesting revenue and expenditure line item budgets for the donations received from the inaugural garage sale (\$1,345.68) and from the health fair (\$2,265). The Senior Citizens program is planning on using these donations to offset the HGAC grant at the end of the grant year 2014.

Departmental Authorization _____ Date _____

Human Resources Department _____ Date _____

[Signature] 11/19/13
Budget Office Authorization _____ Date _____

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: _____

Date: _____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____

Date Approved: _____

AGENDA ITEM #27.a.1.



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

November 20, 2013

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

**Re: RFP #B122001, Transportation of Dead Human Bodies
Request for Extension and Price Increase**

Gentlemen,

Carnes Funeral Home, the awarded contractor for RFP #B122001, Transportation of Dead Human Bodies, in addition to requesting the final extension of the associated contract, has requested a price increase of 10% to the contracted line items. According to Jay Carnes, President of Carnes Funeral Home, this increase is requested due to rising workers compensation insurance, the Affordable Health Care Law, and other fixed cost increases.

Please review the attached documentation for clarification.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted.

A handwritten signature in blue ink, appearing to read "Rufus G. Crowder", followed by a long horizontal line.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments

Carnes

F u n e r a l H o m e

3100 IH 45 North (exit 15), Texas City, TX 77591
409.986.9900, 1.888.822.7637, fax 409.986.9903
www.carnesfuneralhome.com

To whom it may concern at Galveston County regarding
RFP#B122001 - Transportation of Deceased Contract,

Carnes Funeral Home is requesting a 10% price increase for fulfilling the contractual obligations of the contract for the upcoming year. We are requesting this increase due to rising workers comp insurance and the Affordable Healthcare Law, as well as other fixed costs increases.

Thank you,



Jay Carnes
President - Carnes Funeral Home



COUNTY OF GALVESTON

Community Services Division

Connie A. Nicholson, Director

Child Welfare
County Museum
Housing Department

Indigent Health Care
Mosquito Control
Social Services
Veteran Services

November 20, 2013

Mr. Rufus Crowder
Galveston County, Purchasing Agent
722 Moody, 5th floor
Galveston, Texas 77550

Rufus,

Our current contract for RFP #B122001, Transportation of Dead Human Bodies with Carnes Funeral Home is due for renewal on 12/12/2013. According to the terms, the contract may be extended on a year-to-year basis contingent upon approval of both parties. We received a request to increase the pricing by 10%. This increase equates to an increase of \$10.50 to \$20.50 per transport. I would recommend extending this contract for the second year.

Please do not hesitate to contact me if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads "Connie Nicholson".

Connie Nicholson



Approved CC 12/13/11
#11B

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM11235

Invitation to Bid Number: RFP #B122001 – Transportation of Dead Human Bodies

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating December 12, 2012.

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ()
Year Two:	Yes (X) No ()
Year Three:	Yes () No (X)
Year Four:	Yes () No (X)

Contractor: Carnes Funeral Home

Awarded as to addendum(s) (if applicable):

Addendum No. 1: () yes () no () n.a.
Addendum No. 2: () yes () no () n.a.
Addendum No. 3: () yes () no () n.a.

Payment Bond Required: () yes (X) no

Performance Bond Required: () yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

Carnes Funeral Home
3100 Gulf Freeway
Texas City TX 77591
ph: 409-986-9900
fax: 409-986-9903

County and Contractor agree as follows:

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes:** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew:** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees:** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements:** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. Entirety of Agreement and Modification: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. Severability. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. Validity/Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. Governing Law: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. Benefit: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. Authority to Bind: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. Immunity Retained: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. Meaning of Words: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. Public Information Act: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the 13 day of December, 2011.

Contractor:

Carnes Funeral Home

By:

Jay P. Carnes

Date:

10-12-2011

Galveston County

By:

Mark A. Henry
Mark A. Henry, County Judge

Date:

12/13/11

Attest:

Dwight A. Sullivan
Dwight Sullivan, County Clerk

 Carnes Funeral Home Texas City
3100 Gulf Freeway
Texas City, TX 77591
409.986.9900, 409.986.9903 Fax
carnesfuneralhome.com

 Carnes
Funeral Home

Carnes Funeral Home South Houston
1102 Indiana Street
South Houston, TX 77587
713.943.2500, 713.943.2503 Fax
carnesfuneralhome.com

December 7, 2011

Rufus G. Crowder, CPPB
Purchasing Agent
Galveston County


RE: RFP #B122001, Transportation of Dead Human Bodies

Mr. Crowder,

Following is the Best and Final Offer from Carnes Funeral Home as requested per the discussion held on December 1, 2011.

1. Price per the 1st body in each of the four zones:

Zone A Galveston Island --\$125
Zone B Mainland Areas --\$110
Zone C Mainland Center Hospital--\$105
Zone D Bolivar Peninsula--\$205

 Cost per multiple bodies in each of the four zones, to include clarifying cost based on sending additional vehicles to each scene:

Zone A Galveston Island:
2nd decedent--\$10
3rd decedent--\$63
4th decedent--\$10
5th decedent--\$63
6th decedent--\$10
Etc. with 2 decedents per vehicle.

Zone B Mainland Areas:
2nd decedent--\$10
3rd decedent--\$55
4th decedent--\$10
5th decedent--\$55
6th decedent--\$10
Etc. with 2 decedents per vehicle.

Zone C Mainland Center Hospital
2nd decedent--\$10
3rd decedent--\$53
4th decedent--\$10
5th decedent--\$53
6th decedent--\$10
Etc. with 2 decedents per vehicle.

Carnes Funeral Home Texas City
3100 Gulf Freeway
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Carnes
Funeral Home

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South Houston, TX 77587
713.943.2500, 713.943.2503 Fax
carnesfuneralhome.com

Zone D Bolivar Peninsula:

2nd decedent--\$10

3rd decedent--\$103

4th decedent--\$10

5th decedent--\$103

6th decedent--\$10

Etc. with 2 decedents per vehicle.

3. Confirming the staffing commitment to include at least two staff persons per call:

All house calls, traffic scenes, outside locations and removals that would warrant it would be staffed by two individuals. All nursing homes, long term care centers and hospital calls would be staffed with one individual unless the weight of the decedent warranted more than one individual, and then two or more individuals would staff the call accordingly.

Respectfully,

Jim B. Baker, Carnes Funeral Home
Direct Phone Number 409.655.3132
Texas City Office 409.986.9900
Houston Office 713.943.2500
Toll Free 1.888.822.7637

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

1. SCOPE OF SERVICES:

The County of Galveston is seeking a vendor to supply the service of Transportation of Dead Human Bodies. Contractor will supply all labor, materials, and equipment for pick-up of dead human bodies from the scene of death or discovery of body in Galveston County, Texas. Services will include loading, handling, protection, and transporting of bodies to the Galveston County Morgue or other location as requested by the Galveston County Medical Examiner or his designated representative. Services will be provided twenty-four (24) hours a day, seven (7) days a week, including holidays and weekends.

Contractor must maintain an average response time on calls not to exceed 15 minutes with a status report and an estimated time of arrival.

Contractor must comply with all laws, rules, regulations, and procedures for handling of dead human bodies that may apply.

2. OBJECTIVE:

To obtain the pickup and handling of dead human bodies from accident sites, homes, or other locations where death occurs or is discovered, and transportation to the County Morgue or other location as directed by the Medical Examiner or his representative at the lowest possible cost in a professional and dignified manner.

3. GOOD FAITH CASHIERS CHECK:

While no proposal or performance bonds are required, proposal must be accompanied by a Cashier's Check, made payable to the County of Galveston in the amount of One Thousand (\$1,000.00) Dollars. The above described security shall be furnished by the proposer as a guarantee that the proposer will enter into a contract if awarded the work and submit proof of the insurance and bonding requirements described herein. Checks of unsuccessful proposers will be returned at the time of award.

Failure of proposer to commence work within time specified by proposer after award and satisfy the above mentioned insurance/bonding requirements shall constitute forfeiture by proposer of the above mentioned security and retention of same by the County as liquidated damages. No plea of error or mistake in such accepted bid shall be available to the proposer as a basis for the release of his security. General information and instructions are contained in the terms and conditions attached. PLEASE READ TERMS AND CONDITIONS CAREFULLY.

4. PRIMARY TERM AND OPTIONS TO RENEW:

The primary term of the Contract will be for a period on one (1) year from the date of signage by the Commissioners Court. Contractor hereby grants to County the unilateral right to exercise an option to renew this contract. Such option to renew shall be exercised only if all terms and conditions, except for the contract period, being extended, remain unchanged and in full force and effect. Each option is to be executed in the form of a Modification/Change Order to the contract extending the contract period. Option is to be issued not sooner than Ninety (90) days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or renewal period.

Option to renew may cover not more than two (2), one (1) year terms, and the total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of three (3) years.

5. VEHICLES:

Contractor shall provide suitable owned or leased vehicles, which shall remain under custody and control of the contractor throughout the duration of the contract. Vehicles shall be properly equipped for removal and transportation of bodies, and shall remain available for immediate response at any time, twenty-four (24) hours per day, seven (7) days a week, including weekends and holidays.

SPECIAL PROVISIONS TRANSPORTATION OF DEAD HUMAN BODIES GALVESTON COUNTY, TEXAS

In the event of calls from the Medical Examiner of his designated representative requiring pick-up at more than one location simultaneously, contractor shall provide his own personnel, vehicles, and equipment, or secure them from other sources at his expense.

In the event services of equipment by another source as called for by the contractor, contractor shall remain responsible for contract compliance at all times and making payment for these services which he obtains from another source. Payments by Galveston County for services performed under this contract shall only be paid to the contractor awarded this contract.

Vehicles and personnel will be staged in Galveston County at a location that is approximately at the center point of the county to insure prompt response times.

6. DESCRIPTION OF VEHICLES:

Proposers are required to state exactly what types of number of vehicles they intend to utilize.

7. EVALUATION FACTORS:

All proposals shall be open for public inspection after award. Galveston County will consider many evaluation factors; of which price is the only one factor, and will receive proposals from all responsible proposers. The award of the contract shall be made to the responsible proposer whose proposal is determined to be the best evaluated offer taking into consideration the relative importance of price and other evaluation factors set forth in the Request for Proposal.

(a) Evaluation factors include but are not limited to the following:

- (1) Price 60%
- (2) Proposer's Experience 15%
- (3) Response Time 10%
- (4) Proposer's Financial Strength 5%
- (5) Contract Terms and Conditions 5%
- (6) Economic Impact to Galveston County 5%

8. PRE-AWARD SURVEY:

After proposal opening and prior to award, County reserves the right to make a pre-award survey of any or all proposer's equipment to be used in the performance of work under this solicitation. Proposer agrees to allow all reasonable requests for inspection of such equipment with two (2) days advance notice. Failure to allow such an inspection shall be cause for rejection of bids as non-responsive. Galveston County reserves the right to reject equipment as unacceptable for performance under this solicitation as a result of such pre-award survey. In addition, proposer's reputation relating to quality of performance may also be used for purposes of evaluating proposer's suitability for award under this solicitation.

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

9. AWARD OF CONTRACT:

Galveston County Commissioners' Court shall award the contract to the responsible proposer who submits the lowest and best proposal or reject all proposals and issue a new solicitation. If two responsible proposers submit the lowest and best proposals, the Commissioners' Court shall decide between the two by drawing lots in a manner prescribed by the County Judge. (a) The County reserves the right to accept any item or group of items of this bid, unless the proposer qualifies his proposal by specific limitations. (b) A contract award sheet attached to the complete proposal as submitted, or other written acceptance, signed by the County Judge and contractor results in a binding contract without further action by either party.

10. CONTRACT BOUNDARY LIMITATIONS AND DESTINATIONS:

Services performed under this contract shall be limited to the inside boundaries of Galveston County, Texas. Contractor shall not perform, or shall contractor be paid for, services rendered outside the boundaries of Galveston County, except for the retrieval of bodies located at the Harris County crematorium.

The Medical Examiner's office will be responsible for determining whether the call is inside or outside Galveston County. Contractor shall be paid for all trips requested by Galveston County Medical Examiner. All calls must be dispatched by the Medical Examiner's office.

Services performed under this contract shall be within four designated zones within Galveston County. Zone A includes Galveston Island. Zone B includes all mainland areas of the County. Zone C includes Bolivar Peninsula. Zone D includes Mainland Hospital Center. In those instances where the pick-up point is near or at the border of two zones, Galveston County Medical Examiner shall decide the applicable zone for payment purposes. The Medical Examiner's decision shall be final. If pick-up is requested by the Medical Examiner, it shall be exclusive to the contractor who is awarded this bid. Unless otherwise directed by the Medical Examiner or his representative, dead human bodies shall be transported and delivered to the following address: Galveston County Medical Examiner, 6607 FM 1764, Texas City, Texas, 77591.

With the exception of a large scale disaster which requires the immediate use of services and equipment provided by another source, any vehicle used in the performance of this contract shall be properly licensed, inspected, insured, and marked to identify it as contract service for the Galveston County Medical Examiner. In all events, all vehicles shall otherwise comply with ordinances, laws, and regulations, as applicable or outlined herein sirens shall be used during performance hereunder. Contractor is required to comply with all traffic laws regarding speed and safety, and Galveston County assumes no responsibility for traffic violations committed by contractor, employees or representatives.

Contractor shall be responsible for complying with instructions from police, sheriff's deputies, state troopers, and/or the Medical Examiner or his representative regarding access to the pick-up site, and shall assume responsibility for violation of instruction from competent authority regarding access to or from the site and for any damage or injury caused to people or property in the performance of this service.

Contractor shall provide services in unmarked vehicles. No signage will be visible at all.

Contractor shall provide vehicles equipped with two-way radios or provide employees with pagers or other forms of communications so that calls may be canceled or changed.

In the event of vehicle break-down, accident, or any other circumstances which prevent response to any call within the designated response time contractor shall notify the Medical Examiner or his representative and immediately make arrangements for replacement vehicle and employees.

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

11. CONTRACT PERSONNEL:

Contractor employees performing services under this contract shall be trained and fully qualified to handle, protect, load, transport, and generally perform all services associated with this contract. Contractor shall be responsible to provide any training, licenses, permits, or meet other requirements of any ordinance, law, or regulation of competent authority as applicable.

All personnel performing hereunder shall carry identification as a contractor employee or representative, and shall display such identification when requested at the pick-up or delivery site upon request by competent authority. Additionally, contractor representatives shall wear on display clip-on tags identifying them as a Contract Cadaver Transporter for the Galveston County Medical Examiner.

Contractor representatives shall present a neat, clean and dignified appearance in dress and demeanor during performance under this contract, and are prohibited from smoking while in the pick-up site, or being under the influence of alcohol or controlled and regulated substances without a medical prescription at any time during performance under this contract. Contractor representative shall conduct themselves in a respectful manner and display a proper attitude to relatives, friends, or those at the scene, including the protection of personal belongings, property and related matters.

Galveston County reserves the right to remove any contractor representative, which in the opinion of the Medical Examiner or his representative, has been rude, callous, irreverent, disruptive, or offensive in any manner to friends or relatives of the deceased, or otherwise violated this provision or otherwise reflects unfavorably on Galveston County.

No contractor representative will be permitted to perform services under this contract that has a criminal record of a felony conviction in Texas or any other state. Contractor will make appropriate inquiry of any prospective employee. Galveston County reserves the right to conduct a criminal investigation of contractor and any contractor's employee performing service under this contract and remove from performance any employee who has a criminal record of a felony conviction. Contractor agrees to submit an updated personnel list within ten (10) days of any personnel changes. The list shall include the full name, date of birth, and Social Security Number of employees.

Contractor's representatives shall not perform any service under this contract unless a call has been made by the Galveston County Medical Examiner or his representative, and shall not enter the pick-up or death scene until authorized to do so by competent authority. In all cases, every effort shall be made to protect evidence on or near the body or at a criminal scene, or protect and preserve personal or other property.

12. PERFORMANCE REQUIREMENTS:

Upon instructions to proceed at the scene by the Medical Examiner or his representative, the following services shall be rendered as a minimum:

- Body shall be wrapped in suitable cover, then secured in a portable litter and loaded in transporting vehicle.
- When directed by the Medical Examiner or his representative, bodies shall be placed in body bags. Body bags to be used hereunder shall be furnished by Medical Examiner.
- Contractor shall provide all necessary and related supplies in the performance of services hereunder, including rubber gloves, "shroud sheets", "one man cots", "highway cots", "back boards" surgical or odor masks, and any other supplies normally used for this purpose as determined by the contractor. Galveston County shall not be responsible for the payment or reimbursement of any costs not specifically identified by the bidder in his bid.

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

Contractor shall be provided with the key code to the Galveston County Morgue so that delivery of bodies may be made. Contractor agrees not to enter to County Morgue facilities for any reason except in connection with delivery of a cadaver or in response to a call from the Medical Examiner. The code shall not be shared with any third party.

Contractor's representatives shall enter required information in a log at the morgue upon arrival, and shall prepare and attach a toe tag to the right or left great toe of each body. If toes are missing, the tag is to be placed on the body or piece of clothing that will not be dislodged during transport.

After tagging, unless otherwise directed by the Medical Examiner or his representative, the body shall be placed on a cot or backboard.

13. CONFIDENTIALITY:

Except to the Medical Examiner, his representative, or other competent authorities, Contractor agrees not to reveal or disclose any information relating to any case in which services are provided hereunder, including identification of deceased, address or location, circumstances surrounding death, criminal evidence, or any other pertinent information.

14. ADVERTISING AND SOLICITATION:

Contractor is prohibited from, and expressly agrees not to use the award of this contract of performance of services hereunder as advertisement or otherwise, for the purpose of soliciting or obtaining business from other sources, and shall not include any information relating to this contract in business cards, pins, labels, patches, or any other manner which could be construed as advertising, solicitation, or as an official extension of a Galveston County department or agency.

15. BILLING:

On the last day of each month, Contractor shall submit an invoice for payment of all services rendered that month. The invoice shall include the name of deceased, number, date, location, response time in minutes to pick-up point from time of call, and cost of all pick-ups and deliveries made during that month. The report shall be mailed or hand delivered to:

**GALVESTON COUNTY MEDICAL EXAMINER
6607 FM 1764
TEXAS CITY, TEXAS 77590**

16. PAYMENT PROCEDURE:

Upon receipt of invoice, the Medical Examiner shall attempt to promptly verify invoiced items are forward the invoice to the County Auditor for payment. Payment shall be sent to address provided by contractor, and made no later than the 30th day after receipt of invoice by Auditor.

None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this contract.

17. NO MINIMUM GUARANTEE:

Neither Galveston County nor the Medical Examiner guarantees either a minimum or maximum number of pick-ups or a minimum or maximum amount of compensation under this contract.

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

18. INDEPENDENT CONTRACTOR:

In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor will provide all tools and equipment.

Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by State or Federal governments.

Contractor is not an agent or employee of the county for any purpose, it is not eligible for, nor will it be permitted to participate in, any employee benefit plans which are normally accorded to employees of the county, including vacation and sick leave, retirement plans, disability and workman's compensation.

County assumes no liability to any third party of any action, inactions or deeds taken by contractor, its agents, employee or representatives in the performance services.

The remainder of this page intentionally left blank

From: tim@carnes.ws [mailto:tim@carnes.ws]

Sent: Wednesday, November 20, 2013 7:49 PM

To: Crowder, Rufus

Cc: Jay Carnes; Nicholson, Connie; Dickey, Tammy; Scott McManus; tim@carnes.ws

Subject: RE: Galveston County Contract - RFP#B122001 - Transportation of Deceased

Importance: High

Mr. Crowder, as you are aware; we are requesting renewal of contract RFP#B122001- Transportation of Deceased with a 10% increase in the contractual/agreed upon prices. The reason for the 10% increase request is due to four specific expense increases related to the contract. The expense increases are the following:

1. Workers Compensation Insurance
2. Auto Insurance
3. Health Care Insurance (Affordable Health Care Act requirements)
4. Auto Fuel

Specific Details:

Workers Compensation Insurance:

Our workers compensation premiums for 2012(effective 12/14/11) was \$10,608.00. Our workers compensation premiums for 2013(effective 12/14/12) were \$15,655.80. This is a \$5,048 dollar increase with zero claims in 2012. We have zero claims again for 2013 and have been informed to expect another 3k-4k dollar increase for 2014. See supporting documentation for 2012 and 2013 included on the attachment.

Auto Insurance:

Our Fleet Auto insurance for 2012 was \$1,787.09/month. Our Fleet Auto insurance for 2013 was \$1,915.90/month. This was a \$129/month increase and a \$1,548/year increase.

Again, for 2014; we have been informed to expect a \$100/month increase. See the supporting documentation on the attachment. I have included our invoice for Nov. 2013.

All of our 2012 invoices are with our accounting firm at this time. I can obtain a copy of a 2012 invoice from our agent if needed.

Health Care Insurance:

Our current health care insurance(UTMB Multi-Share) has been deemed an unacceptable plan based on the new minimum requirements of the Affordable Health Care Act. Our current monthly average premium per employee is \$250 dollars. See the attached Dec. 2013 invoice from UTMB Multi-Share. A comparable plan from BlueCross BlueShield that is a qualified plan or a plan that meets the minimum requirements will be a premium of \$384.33/month(plan RSF5). See the attached document that is a quote from BCBS for Carnes FH. This is a \$134/employee/month premium increase. With our current insured employees this is a \$20,904 annual health care insurance increase. This does not even include employees who will sign up for health care for 2014 due to the individual mandate that are not currently insured.

Auto Fuel:

As auto fuel continues to wildly fluctuate in the short term but continues to rise in the long term, our year to date auto fuel expense is trending to be \$66,382 by year end 2013. This will be ~ 3% or \$1,991 dollar increase over 2012. See the supporting documentation for current expense. I have included our invoice from 9-23-13 as well as our ytd expense up to this same time period.

I have also attached an updated pricing sheet referencing the 10% changed prices as you requested. Let me know if there is anything else you may need.

Respectfully,

Tim B. Baker, Carnes Funeral Home
Direct Phone Number 409.655.3132
Texas City Office 409.986.9900
Houston Office 713.943.2500
Toll Free 1.888.822.7637

Carnes Funeral Home Texas City
3100 Gulf Freeway
Texas City, TX 77591
409.986.9900, 409.986.9903 Fax
carnesfuneralhome.com



Carnes Funeral Home South Houston
1102 Indiana Street
South Houston, TX 77587
713.943.2500, 713.943.2503 Fax
carnesfuneralhome.com

November 20th, 2013

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

RE: RFP#B122001, Transportation of Dead Human Bodies

Mr. Crowder, following is the amended pricing sheet referencing the 10% price increase that we are requesting as a part of the contract renewal.

1. Price per the 1st body in each of the four zones:

Zone A Galveston Island--	\$138
Zone B Mainland Areas--	\$121
Zone C Mainland Center Hospital--	\$116
Zone D Bolivar Peninsula--	\$226

2. Cost per multiple bodies in each of the four zones, to include clarifying cost based on sending additional vehicles to each scene:

Zone A Galveston Island:

2nd decedent-- \$11
3rd decedent-- \$69
4th decedent-- \$11
5th decedent-- \$69
6th decedent-- \$11
Etc. with 2 decedents per vehicle.

Zone B Mainland Areas:

2nd decedent-- \$11
3rd decedent-- \$61
4th decedent-- \$11
5th decedent-- \$61
6th decedent-- \$10
Etc. with 2 decedents per vehicle.

Zone C Mainland Center Hospital:

2nd decedent-- \$11
3rd decedent-- \$58
4th decedent-- \$11
5th decedent-- \$58
6th decedent-- \$11
Etc. with 2 decedents per vehicle.

Carnes Funeral Home Texas City
3100 Gulf Freeway
Texas City, TX 77591
409.986.9900, 409.986.9903 Fax
carnesfuneralhome.com



Carnes Funeral Home South Houston
1102 Indiana Street
South Houston, TX 77587
713.943.2500, 713.943.2503 Fax
carnesfuneralhome.com

Zone D Bolivar Peninsula:

2nd decedent-- \$11

3rd decedent-- \$113

4th decedent-- \$11

5th decedent-- \$113

6th decedent-- \$11

Etc. with 2 decedents per vehicle.

3. Confirming the staffing commitment to include at least two staff persons per call:

All house calls, traffic scenes, outside locations and removals that would warrant it will be staffed by two individuals. All nursing homes, long term care centers and hospital calls would be staffed with one individual unless the weight of the decedent warranted more than one individual, and then two or more individuals would staff the call accordingly.

Respectfully,

Tim Baker
Executive Director
Carnes Funeral Home Organization
Texas City 409-986-9900
South Houston 713-943-2500
Direct Line 409-655-3132

PREMIUM FINANCING SPECIALISTS
A MISSOURI CORPORATION HOME OFFICE, KANSAS CITY, MISSOURI
P O BOX 57500
OKLAHOMA CITY, OK 73157
(800)866-1141 - FAX (405)948-1974

NOTICE OF ACCEPTANCE AND OF ASSIGNMENT

REFER TO THIS
ACCOUNT NO. IN ALL
CORRESPONDENCE

ACCOUNT NUMBER


OKC-196769

Dear Customer,

Thank you for the opportunity to finance your insurance. As agreed, we have paid the balance due on your behalf. If you have not received your premium finance agreement notify us immediately. A payment schedule is shown below. If payment coupons are not enclosed, you will be billed for each installment. Detailed payment instructions are shown below.

**PAYMENT
INSTRUCTIONS:**

1. All payments must be made payable to PREMIUM FINANCING SPECIALISTS
2. To ensure proper credit to your account, write your account number on your check and return the proper coupon with your payment.
3. Be sure your payment is mailed in time to reach our office by your due date.
4. Mail your payment to the address on the coupon.


INSURED
CARNES FUNERAL HOME
3100 GULF FREEWAY
TEXAS CITY, TX 77591-2828

001356

AGENT
PEARLAND INSURANCE AGENCY
1742 O'DAY RD
PEARLAND, TX 77581

DISCLOSURE	
TOTAL PREMIUMS	\$10,608.00
DOWN PAYMENT	\$3,182.40
AMOUNT FINANCED	\$7,425.60
FINANCE CHARGE	\$459.60
ASSESSMENTS	\$0.00
TOTAL PAYMENTS	\$7,885.20
NUMBER OF PAYMENTS	8
PAYMENT AMOUNT	\$985.65
ANNUAL % RATE	16.250
ACCEPTANCE DATE	12/14/11

WE HAVE PAID THE BALANCE OF YOUR PREMIUM BELIEVING THE PREMIUM FINANCE AGREEMENT TO BE GENUINE AND IN FULL EFFECT AND THE SIGNATURE THEREON AUTHORIZED BY THE INSURED. IF FOR ANY REASON THIS IS NOT TRUE, NOTIFY US IMMEDIATELY AT THE ADDRESS OR TELEPHONE NUMBER AS SHOWN ABOVE.

SCHEDULE OF PAYMENTS		
PYMT NO.	DUE DATE	AMOUNT
1	01/14/12	\$985.65
2	02/14/12	\$985.65
3	03/14/12	\$985.65
4	04/14/12	\$985.65
5	05/14/12	\$985.65
6	06/14/12	\$985.65
7	07/14/12	\$985.65
8	08/14/12	\$985.65

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE	FULL NAME OF INSURER AND GENERAL AGENT OTHER THAN SUBMITTING PRODUCER TO WHOM COPY OF THIS NOTICE WAS SENT	COVERAGE FIRE, AUTO MAR, I.M., CAS	POLICY TERM IN MONTHS COVERED BY PREM	PREMIUM FINANCED
TSF0001207139	12/14/11	TEXAS MUTUAL INSURANCE CO	WC	12	\$10,608.00

Make online payments or view account information at www.ipfs.com.
Please use access code 8M6JLCK6 to register (first time users).



IPFS CORPORATION
(IPFS)
P.O. BOX 57500
OKLAHOMA CITY, OK 73157
(866)412-2565 • FAX (405)948-1074

NOTICE OF ACCEPTANCE AND OF ASSIGNMENT

REFER TO THIS
ACCOUNT NO. IN ALL
CORRESPONDENCE

ACCOUNT NUMBER
OKC-211411

Dear Customer,

Thank you for the opportunity to finance your insurance. As agreed, we have paid the balance due on your behalf. If you have not received your premium finance agreement notify us immediately. A payment schedule is shown below. If payment coupons are not enclosed, you will be billed for each installment. Detailed payment instructions are shown below.

**PAYMENT
INSTRUCTIONS:**

1. All payments must be made payable to IPFS CORPORATION
2. To ensure proper credit to your account, write your account number on your check and return the proper coupon with your payment.
3. Be sure your payment is mailed in time to reach our office by your due date.
4. Mail your payment to the address on the coupon.

INSURED
CARNES FUNERAL HOME
3100 GULF FREEWAY
TEXAS CITY, TX 77591-2828

AGENT
PEARLAND INSURANCE AGENCY
1742 O'DAY RD
PEARLAND, TX 77581

DISCLOSURE	
TOTAL PREMIUMS	\$15,655.80
DOWN PAYMENT	\$5,560.80
AMOUNT FINANCED	\$10,095.00
FINANCE CHARGE	\$545.55
ASSESSMENTS	\$0.00
TOTAL PAYMENTS	\$10,640.55
NUMBER OF PAYMENTS	8
PAYMENT AMOUNT	\$1,525.77
ANNUAL % RATE	15.500
ACCEPTANCE DATE	12/14/12

SCHEDULE OF PAYMENTS		
PYMT NO.	DUE DATE	AMOUNT
1	01/14/13	\$1,003.90
2	02/14/13	\$1,003.90
3	03/14/13	\$1,003.90
4	04/14/13	\$1,525.77
5	05/14/13	\$1,525.77
6	06/14/13	\$1,525.77
7	07/14/13	\$1,525.77
8	08/14/13	\$1,525.77

WE HAVE PAID THE BALANCE OF YOUR PREMIUM BELIEVING THE PREMIUM FINANCE AGREEMENT TO BE GENUINE AND IN FULL EFFECT AND THE SIGNATURE THEREON AUTHORIZED BY THE INSURED. IF FOR ANY REASON THIS IS NOT TRUE, NOTIFY US IMMEDIATELY AT THE ADDRESS OR TELEPHONE NUMBER AS SHOWN ABOVE.

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE	FULL NAME OF INSURER AND GENERAL AGENT OTHER THAN SUBMITTING PRODUCER TO WHOM COPY OF THIS NOTICE WAS SENT	COVERAGE FIRE, AUTO MAR, L.M., CAS	POLICY TERM IN MONTHS COVERED BY PREM.	PREMIUM FINANCED
TSF0001207139	12/14/12	TEXAS MUTUAL INSURANCE CO	WC	12	\$10,834.00
Continued on Schedule A					

Make online payments or view account information at www.ipfs.com.
Please use access code 8M6JLCK6 to register (first time users).



INVOICE/STATEMENT

INVOICE NUMBER: 34312021
ACCOUNT NAME: CARNES FUNERAL HOME

PAGE 1 OF 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0476-00-848419-0	10,400.00	31	09-23-2013	10-18-2013	5,521.74

DATE	ACTIVITY DESCRIPTION	CHARGES/DEBITS	PAYMENTS/CREDITS
09-17-2013	PAYMENT RECEIVED - THANK YOU		5,497.21
09-23-2013	RETAIL FUEL PURCHASES	5,499.74	
09-23-2013	MONTHLY CARD CHG	20.00	
09-23-2013	CARD REPLACEMENT	2.00	
<div>REMINDER PLEASE BE SURE TO INCLUDE REMITTANCE STUB WITH PAYMENT. MAIL TO THE ADDRESS SHOWN IN THE RIGHT PORTION OF THE REMITTANCE STUB.</div>			

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILLING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT

PREVIOUS BALANCE	(-)PAYMENTS	(+)PURCHASES	(+)DEBITS	(-)CREDITS	(+)LATE FEE	(=)NEW BALANCE
5,497.21	5,497.21	5,499.74	22.00	0.00	0.00	5,521.74

\$39.00 MINIMUM LATE FEE

PAY ONLINE AT: www.wexonline.com

CALL CUSTOMER SERVICE TO PAY BY PHONE

FEDERAL TAX ID: 84-1425818

The Late Fee is determined by applying a monthly periodic rate of	Which is an ANNUAL PERCENTAGE RATE of	To the Balance subject to late fee for this period which is
2.249 %	26.99 %	0.00

SEE REVERSE SIDE FOR MORE INFORMATION AND TERMS.

TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

ACCOUNT NAME	CARNES FUNERAL HOME
ACCOUNT NUMBER	0476-00-848419-0
INVOICE NUMBER	34312021
BILL CLOSING DATE	09-23-2013
AMOUNT DUE	5,521.74
AMOUNT ENCLOSED	
PAYMENT DUE DATE	10-18-2013

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO LATE FEES.

WRIGHT EXPRESS FLEET SERVICES

SCOTT MCMANUS
CARNES FUNERAL HOME
3100 GULF FREEWAY
TEXAS CITY, TX 77591

Fax change of address request to 1-800-385-0809.

Make check payable to:

WEX BANK

Use enclosed envelope or send to:



WEX BANK
PO BOX 6293
CAROL STREAM IL 60197-6293



04760084641902000000552174 131018



Vehicle Analysis Report

ACCOUNT : CARNES FUNERAL HOME
DEPARTMENT : UNASSIGNED
CLOSING DATE: 09-23-2013
ACCOUNT NO: 0476-00-846419-0
DELIVER TO:
SCOTT MCMAHUS
CARNES FUNERAL HOME
3100 GULF FREEWAY
TEXAS CITY TX 77691

VEHICLE CARD NO	CUSTOMER ID	VEHICLE DESCRIPTION	PLATE
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LOCATION	DATE	TIME	DRIVER	ODOMETER	PROD	GALLONS	COST/ GAL	COST/ MILE	MPG	GROSS COST	CODE*
TOTALS FOR CARNES FUNERAL HOME FUELING TRANSACTIONS			TOTAL FUEL	27,858 281,759		1,638.722 14,590.068	3.380 3.415	0.187 0.180	17.02 17.95	5,498.74 49,788.05	
			TOTAL NON-FUEL							0.00 0.00	
			TOTAL PURCHASES							5,498.74 49,788.05	
			*** MILEAGE STATISTICS EXCLUDE DATA FROM VEHICLES WHOSE KEY ODOMETER READINGS ARE OUTSIDE OF AN ACCEPTABLE RANGE ***								



Allstate County Mutual Insurance Company
5010 W MAIN ST #1
LEAGUE CITY, TX 77573

To pay in full

Minimum Premium amount due

Installment Fee

*Minimum amount due by November 20, 2013

*****You may pay the minimum or any amount up to the remaining account balance of \$15,311.90. All installments include a fee of \$3.50. You can avoid paying installment fees if you pay the "To pay in full" amount. If you pay in full you will not be sent a bill until your policy renewal, unless you make a change in coverage resulting in additional premiums. Please see below for payment schedule and policy history.*****

**Your alternate agency is BRENT BARNES
For service please contact
(281) 554-5277**

01/2013	\$1,937.90
09/2013	\$1,915.90
02/2013	\$1,915.90
10/2013	\$1,915.90
11/2013	\$1,915.90
12/2013	\$1,912.40
01/2014	\$1,912.40
02/2014	\$1,912.40
03/2014	\$1,912.40
04/2014	\$1,912.40
05/2014	\$1,912.40
05/2014	\$1,921.60

[illegible]

Policy Number 6485-14102X0

Policyholder
CARLES FUNERAL HOME INC
3103 GULF FRWY
TEXAS CITY TX 77521

Policy Period
Effective July 20, 2013 through
July 20, 2014



BlueCross BlueShield
of Texas

Quote ID: 7766296
Medical Load: 0.00
No. of Employees: 40

CARNES FUNERAL HOME INC
Effective Date: 11/01/2013
Proposal #1
Agent - Rogers Benefit Group Inc

Printed: 09/20/2013
Zip Code of Business: 77591
SIC Code of Business: 7261

Options and Offers: IM2 DM2
Mental Health Parity Eligible: N

TEFRA: Y
Maternity: Y

BlueChoice[®] Network

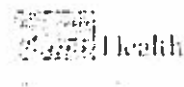
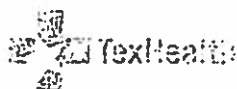
PPO Four Tier RX Copay Plans

Health Plan#	Ded In/Out Comb	Office Copay	Coins % In/Out	Coins Stoploss In/Out	Pharmacy	Employee Only	Employee +Child(ren)	Employee +Spouse	Employee +Family	Total Premium
RSF1	\$3000	\$30	100%/70%	\$0/\$10000	\$8/\$35/\$75/\$150	\$371.74	\$787.80	\$801.71	\$1217.79	\$14669.60
RSF2	\$1000	\$20	100%/70%	\$0/\$8000	\$8/\$35/\$75/\$150	\$459.67	\$974.19	\$991.38	\$1505.89	\$18386.80
RSF3	\$2000	\$20	80%/60%	\$3000/\$6000	\$8/\$35/\$75/\$150	\$356.13	\$754.74	\$768.06	\$1166.67	\$14245.20
RSF4	\$3000	\$40	70%/50%	\$5000/\$10000	\$8/\$35/\$75/\$150	\$303.61	\$643.42	\$654.78	\$994.60	\$12144.40
RSF5	\$1000	\$25	80%/60%	\$3000/\$6000	\$8/\$35/\$75/\$150	\$384.33	\$814.51	\$828.88	\$1259.08	\$15373.20
RSF6	\$3000	\$40*	70%/50%	\$5000/\$10000	\$10/\$35/\$75/\$150	\$265.72	\$563.13	\$573.07	\$870.48	\$10628.80
RSF7	\$1500	\$30*	80%/60%	\$3000/\$6000	\$10/\$35/\$75/\$150	\$337.27	\$714.76	\$727.38	\$1104.87	\$13480.80
RSF8	\$2000	\$20*	80%/60%	\$3000/\$6000	\$10/\$35/\$75/\$150	\$325.79	\$690.45	\$702.83	\$1087.29	\$13031.60

Preferred Drug List 1 applies to all Small Group Plans except PPO Four Tier Rx Copay Plans which are subject to Preferred Drug List 2.

[Click here for details.](#)

* Copay applies to the Physician Office Visit Only



PO Box 8150
Galveston, TX 77553-8150
409.766-4064 Phone
800-797-5216 Toll Free

November 6, 2013

Hello,

Following is your **December 2013** Multi-Share monthly invoice. Please review the information which is a list of your eligible employees. Verify that this information is accurate. The employer is billed for both their and the employee's shares.

If you have terms/adds to your eligible employees, please call or email Mary (mgonzalez@utmb.edu) **prior to the 25th of the month**. Changes requested after this date will reflect in the following months business.

EMPLOYER	MEMBER NAME	PREMIUM
CARNES FUNERAL HOME	DORTHEA L JONES	\$275
CARNES FUNERAL HOME	ELIEZER MARQUEZ	\$275
CARNES FUNERAL HOME	ELIZABETH J SEIDEL	\$275
CARNES FUNERAL HOME	JAMES W SMITH	\$275
CARNES FUNERAL HOME	JANNA M CARWILE	\$225
CARNES FUNERAL HOME	JAY P CARNES	\$275
CARNES FUNERAL HOME	LOIS KELLER NELSON	\$275
CARNES FUNERAL HOME	LORI A CARNES	\$275
CARNES FUNERAL HOME	MARIA D JONES	\$225
CARNES FUNERAL HOME	MICHAEL A CASTRO	\$225
CARNES FUNERAL HOME	SEAUTRY HARKLESS	\$225
CARNES FUNERAL HOME	THADDEUS D PRAIT	\$225
CARNES FUNERAL HOME	TIM B BAKER	\$275
		\$3,325

As of 12/01/2013

DO NOT send payment. Please print this email and store for accounting purposes.

Several employers have contacted our office for clarification regarding the UTMB Multi-Share Plan and it's compatibility under the Affordable Care Act. Our plan is not considered insurance; rather, it is a limited benefit access plan. It is not being sold on the exchange, and it does not have the essential benefits required. If any members wish to take advantage of a plan on the exchange, they would need to discontinue our coverage as there is no coordination with an individual or group plan.

Thank you for choosing the UTMB Health Multi-Share Plan.

Mary Gonzalez

Senior Business Coordinator, Health Services
UTMB Health, 6301 Fannin Street, Houston, TX 77030